

# **EASTERN MICHIGAN UNIVERSITY**

A Contract to Charter a Public School Academy and Related Documents

Issued By

**THE BOARD OF REGENTS OF  
EASTERN MICHIGAN UNIVERSITY**  
(Authorizing Body)

To

**GLOBAL TECH ACADEMY**  
(A Public School Academy)

2023

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**UNIVERSITY BOARD RESOLUTIONS**

**BOARD OF REGENTS**  
**EASTERN MICHIGAN UNIVERSITY****RECOMMENDATION****AMENDMENT TO THE CHARTER SCHOOLS BOARD OF DIRECTOR METHOD OF  
SELECTION POLICY****ACTION REQUESTED**

It is recommended that the Board of Regents adopt the attached resolution outlining a revised method of selecting board of directors of public school academies, schools of excellence and strict discipline academies.

**STAFF SUMMARY**

With the passage of Public Act 277 of 2011, which amended Michigan's charter school law, authorizers of public school academies are required to pass a resolution addressing their method of selecting and appointing individuals to serve on their public school academy boards of directors. This revision represents EMU's Charter Schools Office's commitment to continuous review and improvement of its processes.

**FISCAL IMPLICATIONS**

None.

**ADMINISTRATIVE RECOMMENDATION**

The proposed recommendation has been revised/and is recommended for Board approval.



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University Executive Officer

5/25/2018

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Date

# **Eastern Michigan University Board of Regents**

## **RESOLUTION**

**Public School Academy, School of Excellence and Strict Discipline Academy  
Board of Director Method of Selection Resolution-Revised**

WHEREAS, MCL 380.503 of the Revised School Code ("Code"), MCL 380.553, and MCL 380.1311e provide that an authorizing body "shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors" of each public school academy, school of excellence, and strict discipline academy, respectively, subject to the authorizing body's jurisdiction; and

WHEREAS, the Eastern Michigan University Board of Regents (the "University Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline academies, and

WHEREAS, the University Board has determined that changes to the method of selection process are in the best interest of the University and that such changes be incorporated into all charter contracts issued by the University Board;

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated June 22, 2018, is adopted; and

BE IT FURTHER RESOLVED, that these provisions shall be implemented with new charter contracts and shall be phased in for existing schools as new charter contracts are issued. As of this date, the University Board has not issued any charter contracts for schools of excellence and strict discipline academies, but the method of selection process established by this resolution shall apply to any future school that is authorized. The University's Director of the Charter Schools Office is authorized to implement changes in the terms and conditions of charter contracts to fully execute these provisions.

I, the undersigned, as Secretary of the Eastern Michigan University Board of Regents, do hereby certify the foregoing resolution was adopted by the Eastern Michigan University Board of Regents at a public meeting held on the June 22, 2018, with a vote of eight for, zero opposed, and none abstaining.

By: \_\_\_\_\_

Eastern Michigan University  
Board Secretary

## **Public School Academy Board of Director Method of Selection**

The Eastern Michigan University Board of Regents ("University Board") declares that the method of selection, length of term, number of board members and other criteria shall be as follows:

### **Method of Selection and Appointment**

The University Board shall prescribe the methods of appointment for members of the Academy Board. The University's Director of the Charter Schools Office is authorized to develop and administer an Academy Board selection and appointment process that includes a *Public School Academy Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided in paragraph 4 below, the University Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The University's Director of the Charter Schools Office shall recommend nominees to the University Board based upon a review of the nominees' *Public School Academy Board Member Appointment Questionnaire* and resume. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any and all Academy Board nominees proposed for appointment.
2. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. The Academy Board shall recommend to the Director of the Charter Schools Office at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the University's Charter Schools Office. The Director of the Charter Schools Office may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of the Charter Schools Office does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with the approval of the University Board's Chair, the University's Director of the Charter Schools Office may appoint a qualified individual to serve as a member of the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

### **Length of Term**

The director of an Academy Board shall serve at the pleasure of the University Board. Terms of the initial position of an Academy's Board of Directors shall be staggered in accordance with *The Academy Board of Director Table of Staggered Terms and Appointments* established and administered by the University's Charter Schools Office. Subsequent appointments shall be for a term of office not to exceed three (3) years, except as prescribed by *The Academy Board of Director Table of Staggered Terms and Appointments*.

### **Number of Directors**

The number of board member positions shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the University Board or the University's Director of the Charter Schools Office may deem that failure an exigent condition.

A vacancy may be left on the initial Academy Board for a parent or guardian representative to allow sufficient time for the Academy Board to interview and identify potential nominees.

### **Qualifications of Members**

To be qualified to serve on an Academy's Board of Directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the University's Charter Schools Office including, but not limited to, the *Public School Academy Board Member Appointment Questionnaire* which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the University's Charter Schools Office.

The member of the Academy Board of Directors shall include (1) at least one parent or guardian of a child attending the Academy; and (2) one professional educator, preferably a person with school administrative experience. The Academy's Board of Directors shall include representation from the local community in which the Academy serves.

The members of the Academy's Board of Directors shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) Academy employees or independent contractors performing services for the Academy; (3) any current or former director, officer, or employee of an educational management company that contracts with the Academy; and (4) University officials or employees.

### **Oath of Public Office**

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be filed with the University's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

### **Removal and Suspension**

If at any time the University Board determines that an Academy Board member's service is no longer necessary, then the University Board may remove an Academy Board member with or without cause by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

Under exigent conditions, with the approval of the University Board Chair, the Director of the Charter Schools Office may suspend or remove a member of the Academy Board, if in his/her judgement the member's fitness for office is in question and/or the member's continued presence on the Academy Board would constitute a risk to persons or property or would significantly impair the operations of the Academy. Any suspensions or removals made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspension or removal actions taken pursuant to this paragraph.

### **Tenure**

Each Academy Board member shall hold office until the member's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

### **Resignation**

Any Academy Board member may resign at any time by providing written notice to the Academy or the University's Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the University Board, or the University's Director of the Charter Schools Office, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method of selection adopted by the University Board.



### **Board Vacancies**

An Academy Board vacancy shall occur because of death, resignation, replacement, removal, failure to maintain United States citizenship or residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as specified in the Code.

### **Compensation**

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

**BOARD OF REGENTS**  
EASTERN MICHIGAN UNIVERSITY

SECTION: 14

DATE:  
June 23, 2023

**RECOMMENDATION**

**REISSUANCE OF CHARTER- GLOBAL TECH ACADEMY**

**ACTION REQUESTED**

It is recommended that the Board of Regents reissue a charter to Global Tech Academy and authorize the president of the University to execute a new five-year charter school contract which will expire June 30, 2028.

**SCHOOL SUMMARY**

**Global Tech Academy**


Global Tech Academy (GTA) opened its doors as a kindergarten to fifth-grade elementary school in 2014 and eventually extended learning through eighth grade. The school is located in Ypsilanti and serves that community by providing high quality education that embeds technology throughout the curriculum and extends learning beyond the classroom through partnerships that encourage global citizenship. The school also serves to support the whole child and their families by offering universal lunch, breakfast and 21<sup>st</sup> century learning after school programs in a nurturing and student-centered environment.

**FISCAL IMPLICATIONS**

None.

**ADMINISTRATIVE RECOMMENDATION**

The proposed Board action has been reviewed and is recommended for Board approval.

  
\_\_\_\_\_  
University Executive Officer  
Rhonda Longworth, Ph.D.

5/25/23  
\_\_\_\_\_  
Date

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2023**

**ISSUED BY**

**THE EASTERN MICHIGAN UNIVERSITY BOARD OF REGENTS**

**TO**

**GLOBAL TECH ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF  
GLOBAL TECH ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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Exhibit A

Schedules

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and

WHEREAS, all public schools are subject to the leadership and general supervision of the State Board of Education; and

WHEREAS, the Michigan Legislature has authorized an alternative form of public school designated a “public school academy” to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and

WHEREAS, the Michigan Legislature has delegated to the governing boards of state public universities, community college boards, including tribally controlled community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Eastern Michigan University Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the University Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

## **ARTICLE I**

### **DEFINITIONS**

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) “Academy” means the Michigan nonprofit corporation named GLOBAL TECH ACADEMY which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and order promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.



- (e) “Authorizing Resolution” means the Resolutions adopted by the University Board on June 22, 2023.
- (f) “Charter Schools Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also responsible for administering the University Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (l) “Department” means the Michigan Department of Education, established pursuant to Article VII, Section 3 of the Michigan Constitution of 1963 and created pursuant to Section 16.400 of the Michigan Compiled Laws.
- (m) “Director” means a person who is a member of the Academy Board of Directors.
- (n) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (o) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and a part of this Contract. Upon amendment,

changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (p) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (q) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and a part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (r) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (s) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (t) “President” means the President of Eastern Michigan University or his or her designee.
- (u) “Resolution” means the resolution adopted by the University Board on June 22, 2018 establishing the standard method of selection, length of term and

number of members format for public school academies issued a Contract by the University Board, as amended from time to time.

- (v) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.
- (w) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (x) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (y) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (z) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2023, Issued by the Eastern Michigan University Board of Regents to GLOBAL TECH ACADEMY Confirming the Status of GLOBAL TECH ACADEMY as a public school academy.”
- (aa) “University” means Eastern Michigan University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.551 *et seq.*
- (bb) “University Board” means the Eastern Michigan University Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (cc) “University Board Chairperson” means the Chairperson of the Eastern Michigan University Board of Regents or his or her designee.
- (dd) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant's Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD**

Section 2.1. Constitutional Status of Eastern Michigan University. The University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the

University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

### **ARTICLE III**

#### **ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY**

Section 3.1. University Board Resolutions. The University Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The University Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At anytime and at its sole discretion, the University Board may amend the Resolution. Upon University Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University Board shall promptly, within ten (10) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3. Oversight Responsibilities of the University Board. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the University Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the expenses

associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or Educational Service Provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Charter Schools Office Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty

(30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the University Board. The Academy shall seek a new contract by making a formal request to the University Board or its designee, the Charter Schools Director, in writing at least two years prior to the end of the current Contract Term. The University Board or its designee, the Charter Schools Director, shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board or its designee, the Charter Schools Office. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board through its designee the CSO as the most important factor of whether to issue or not issue a new contract. The University Board through its designee the CSO, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the University Board shall establish its own

competitive application process and provide the necessary forms and procedures to eligible public school academies.

## **ARTICLE IV**

### **REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;



- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in real or personal property leased or subleased to the Academy.

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
  - (i) Is employed by the Academy;
  - (ii) Works at or is assigned to work at the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
  - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

Section 4.6. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 4.7. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office with the Charter Schools Office.

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.3. Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions as set by the Authorizing Resolution.

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7b. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3. Educational Programs. The Academy shall deliver the educational programs identified in Schedule 7c.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7d.

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of the student performances at the end of each academic school year or at such other times as the University Board may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Charter Schools Office; and
- (e) all tests required under Applicable Law.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the Charter Schools Office that demonstrates the following:

- (a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- (b) The Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

Section 6.7. School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.

Section 6.9. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the Code, this Contract, the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the Charter Schools Director shall review the contract amendment and make a recommendation to the University Board regarding whether the Academy's request for site expansion should be approved. A positive recommendation by the Charter Schools Director of the contract amendment shall include a determination by the Charter Schools Director that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the Charter Schools Director of a positive recommendation. If the University Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University or the University Board.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions.

Section 6.17. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

Section 6.18. New Public School Academies Located Within The Boundaries of A Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site(s):

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable, during the immediately preceding 3 school years.
- (b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

Section 6.19. Part 6A Blended Learning Opportunities. The Academy shall ensure requirements for Academy students enrolled in a blended learning course meet all Department requirements, including, but not limited to, pupil accounting requirements which may be described in the Department's Pupil Accounting Manual related to a Part 6A public school academy that provides blended learning opportunities to its students.

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by Applicable Law.

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAW**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Amendments. The University Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the University Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Charter Schools Director, the University Board may consider and vote upon a change proposed by the Academy following an opportunity, if provided by the University Board, for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University Board or the Charter Schools Director. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

## **ARTICLE X**

### **CONTRACT TERMINATION, SUSPENSION, AND REVOCATION**

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or



(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

If the Department rescinds the State's Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Charter Schools Office a proposed Contract amendment incorporating the Department's school improvement plan, if applicable, for the identified site(s).

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The University Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request

termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. University Board Procedures for Revoking Contract. The University Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The Charter Schools Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) University Board's Contract Reconstitution Provision. The Charter Schools Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Charter Schools Director determines that any of the following has occurred:

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);

(ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Director determines that a Plan of Correction cannot be formulated;

(iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);

(vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

(vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Charter Schools Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

(f) Hearing before the University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Director's decision for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Charter Schools Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Director or his or her designee and the Academy Board or its designee. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

(g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

(h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is

made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.10 of these Terms and Conditions.

Section 10.7. Contract Suspension. The University Board's process for suspending the Contract is as follows:

(a) The Charter Schools Director Action. If the Charter Schools Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

(b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Charter Schools Director to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall

proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Washtenaw County, Michigan, the Michigan Court of Claims or the Federal District Court for the Eastern District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.9. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, evaluate, and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and

- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- (c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> of each school fiscal year, shall transmit to the Center for Educational Performance and Information (“CEPI”) the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
  - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
  - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
  - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
  - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
  - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
  - (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.



Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverages:

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

**EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011**

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence &amp; \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
COVERAGE	REQUIREMENTS
	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse &amp; Molestation coverage.</p> <p>Must include Directors' &amp; Officers' coverage.</p> <p>Must include School Leaders' E&amp;O.</p> <p>Can be Claims Made or Occurrence form.</p> <p>If Claims Made, retroactive date must be the same or before date of original University-PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>\$1,000,000 per occurrence &amp; \$3,000,000 aggregate.</p>

<b>Errors &amp; Omissions (E&amp;O)</b>	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as an Additional Insured with Primary and Non-Contributory Coverage.

**M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**  
**for Public School Academies (PSA), Strict Discipline Academies (SDA)**  
**Urban High Schools (UHS) & Schools of Excellence (SOE)**

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

**EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011**

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit requirements.	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence form.
	Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.

COVERAGE	REQUIREMENTS
Umbrella	<p>Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.</p> <p>If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.</p> <p>If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&amp;O then they must be in addition to the required Umbrella limit.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&amp;O.</p>

**M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**  
**for Public School Academies (PSA), Strict Discipline Academies (SDA)**  
**Urban High Schools (UHS) & Schools of Excellence (SOE)**

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

**EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011**

**ADDITIONAL RECOMMENDATIONS**

COVERAGE	RECOMMENDATION
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.

**DISCLAIMER:**

*By requiring such minimum insurance, the University and M.U.S.I.C. shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.*

**Insurance carrier(s) must have an AM Best Rating of "A , VII" or better.**

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall have a provision included in all policies requiring notice to

the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal “Acord” copies of the insurance certificate of liability insurance and public school academy insurance verification document to the Charter Schools Director or, upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office.

The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

If the Academy utilizes an Educational Service Provider, the following insurance requirements apply to the Educational Service Provider and such coverages must be secured prior to providing any services or personnel to the Academy:

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL)</b>	\$1,000,000 per accident

<b>for Owned and Non-Owned Autos</b>	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form</b>
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>University must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

**Insurance carrier(s) must have an AM Best Rating of “A , VII” or better.**

The University’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the University Board, the University or any other authorizing body, or to enter into a contract that would bind the University

Board or the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University Board, the University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University Board and the University do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board or the University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. Prior to entering into any lease agreement for real property, the Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed lease agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended lease policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the lease agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

A copy of the Academy's amended lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

“Indemnification of Eastern Michigan University. The parties acknowledge and agree that the Eastern Michigan University Board of Regents, Eastern Michigan University and its members, officers, employees, agents or representatives (collectively referred to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with Eastern Michigan University Board of Regents’ approval of the Academy’s application, Eastern Michigan University Board of Regents’ consideration of or issuance of a Contract, the Academy Board’s or the [insert name of Educational Service Provider’s] preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information

supplied by the Academy Board or the [insert name of Educational Service Provider], or which arise out of the failure of the Academy Board or the [insert name of Education Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Eastern Michigan University Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Eastern Michigan University Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy’s Contract is suspended, revoked, terminated or expires without further action of the parties.”

“Compliance with Academy’s Contract. [Insert name of Educational Service Provider] agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Eastern Michigan University Board of Regents. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Compliance with Section 503c. On an annual basis, the [insert name of ESP] agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

“Compliance with Section 12.17 of Contract Terms and Conditions. [Insert name of Educational Service Provider] shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the



Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.”

“Part 6A Blended Learning Opportunities. [Insert name of Educational Service Provider] shall ensure requirements for Academy students enrolled in a blended learning course meet all Department requirements, including, but not limited to, pupil accounting requirements which may be described in the Department’s Pupil Accounting Manual related to a Part 6A public school academy that provides blended learning opportunities to its students.”

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP Policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.12. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 11.13. K to 3 Reading. If the Academy offers kindergarten through third grade, the Academy Board shall comply with section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices and filings required under section 1280f, MCL 380.1280f, are timely completed. The Master Calendar shall be updated to include the requirements set forth in section 1280f, MCL 380.1280f.

## ARTICLE XII

### GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the University Board:

Jolia Hill  
Director of Charter Schools  
310 Porter Hall  
Eastern Michigan University  
Ypsilanti, MI 48197

If to University Counsel:

Jeffrey E. Ammons  
Associate General Counsel  
11 Welch Hall  
Eastern Michigan University  
Ypsilanti, MI 48197

If to Academy:

Global Tech Academy  
1715 East Forest Avenue  
Ypsilanti, MI 48198

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either the Academy or the University Board.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.8. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 5 years until June 30, 2028, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

Section 12.11. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the

parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.
- (b) Information to be provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities

under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code and applicable law.

Section 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.23, shall not:

(a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:

(i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;

(ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or

(iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.

(b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.21. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.23:

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

(b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the

person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the University Board, University, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

(c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.

(d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) Subject to Section 12.23, the Academy shall do all of the following:
  - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.

- (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.
- (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
- (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

(b) The terms "directory information" shall have the same meaning as defined in MCL 380.1136.

#### Section 12.23. Confidential Address Restrictions.

(a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.

(b) The term "confidential address" shall have the meaning as defined in MCL 380.1136.

Section 12.24. Partnership Agreement. If the Department and State Reform Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.26. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

#### Section 12.27. Academy Emergency Operations Plan.

(a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.

(b) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with section 1308B(3) of the Code, MCL 380.1308B(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency operations plan or the completion of an emergency operations plan review, as applicable.

Section 12.28. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.30. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

(a) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;

(b) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

(c) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.



As the designated representative of the Eastern Michigan University Board of Regents, I hereby issue this Contract to the Academy on the date set forth above.

**EASTERN MICHIGAN UNIVERSITY  
BOARD OF REGENTS**

By: 

James M. Smith, President

Date: July 1, 2023

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

**GLOBAL TECH ACADEMY**

By: 

\_\_\_\_\_, Academy Board Designee

Date: July 1, 2023

## **CONTRACT SCHEDULES**

### **Schedules**

Articles of Incorporation .....	1
Bylaws .....	2
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Oversight Agreement .....	4
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Physical Plant Description .....	6
Required Information for Public School Academy .....	7

**CONTRACT SCHEDULE 1**

**Articles of Incorporation**



Form Revision Date 07/2016

## ANNUAL REPORT

For use by DOMESTIC NONPROFIT CORPORATION

(Required by Section 911, Act 162, Public Act of 1982)

The identification number assigned by the Bureau is: 800938955

Annual Report Filing Year: 2022

1. Corporation Name:

GLOBAL TECH ACADEMY

☒ On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

This document must be signed by an authorized officer or agent:

Signed this 20th Day of September, 2022 by:

Signature	Title	Title if "Other" was selected
Huda Davillier	Other	Board of Director Coordinator

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline

☒ Accept

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** 2022 ANNUAL REPORT

***for***

GLOBAL TECH ACADEMY

***ID Number:*** 800938955

***received by electronic transmission on*** September 20, 2022 , ***is hereby endorsed.***

***Filed on*** September 20, 2022 , ***by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***




***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 20th day of September, 2022.***

*Linda Clegg*

***Linda Clegg, Director***

***Corporations, Securities & Commercial Licensing Bureau***

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU	
Date Received	(FOR BUREAU USE ONLY)
JUN 15 2023	\$110 MC CEPAS 23061586576325  ADJUSTED TO AGREE WITH BUREAU RECORDS
<div style="border: 1px solid black; padding: 5px; width: 40%;">           Aimee Gibbs            350 S. Main Street, Suite 300            Ann Arbor, MI 48104         </div> <div style="text-align: right; padding-right: 20px;"> <b>FILED</b>   <b>JUN 15 2023</b>             ADMINISTRATOR            CORPORATIONS DIVISION         </div>	
EFFECTIVE DATE: 	
Document will be returned to the name and address you enter above	

**RESTATED ARTICLES OF INCORPORATION**  
**For Use by Domestic Nonprofit Corporations**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 et seq. of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

The present name of the corporation is: Global Tech Academy.

The corporation identification number ("CID") assigned by the Bureau is: 800938955.

All former names of the corporation are: Global Tech Academy

The date of filing the original Articles of Incorporation was: March 13, 2013

The following Restated Articles of Incorporation superseded the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

**ARTICLE I**

The name of the corporation is: Global Tech Academy.

The authorizing body for the corporation is: The Board of Regents of Eastern Michigan University ("University Board").

## ARTICLE II

The purpose or purposes for which the corporation is organized are:

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a contract to charter a public school academy ("Contract") authorized under the Code.

## ARTICLE III

The corporation is organized on a non-stock, directorship basis.

Description:

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

## ARTICLE IV

1. The name of the registered agent is: Paula Kauffman

2. The address of the registered office is:

1715 Forest Ave  
Ypsilanti, MI 48198

3. The mailing address of the registered office if different then above:

2455 S. Industrial Hwy, Shite A, Ann Arbor, MI 48104

## **ARTICLE V**

The corporation is a governmental entity.

## **ARTICLE VI**

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in section 7 of Act No. 170 of the Public Acts of 1964, being section 691.1407 of the Michigan Compiled Laws.

## **ARTICLE VII**

Before the execution of a contract to charter a public school academy between the corporation and the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

## **ARTICLE VIII**

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

## **ARTICLE IX**

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

## **ARTICLE X**

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.



## **ARTICLE XI**

These Restated Articles of Incorporation shall not be amended except by the process provided in the charter contract between the corporation and the University Board ("Contract"). This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Restated Articles of Incorporation or may propose a meeting to discuss potential revision to these Restated Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to the Charter Schools Office Director the review and approval of changes or amendments to these Restated Articles of Incorporation.

At any time and for any reason, the University Board or its designee may propose changes to these Restated Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Restated Articles of Incorporation. The Restated Articles of Incorporation shall be amended as requested by the University Board or its designee upon a majority vote of the corporation's Board of Directors.

Amendments to these Restated Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or its designee and filed with the Michigan Department of Licensing and Regulatory Affairs. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

## **ARTICLE XIII**

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Restated Articles of Incorporation.

## **ADOPTION OF ARTICLES**

These Restated Articles of Incorporation were duly adopted on the 8<sup>th</sup> day of June, 2023, in accordance with the provisions of Section 641 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 8th day of June, 2023.

By: Paula Kauffman  
Paula Kauffman, Board President

Title	GTA Articles of Incorporation
File name	Schedule 1 - Rest...ration (2023).doc
Document ID	67ffae25f21295b89122cee3bdc3394f2d3b48d6
Audit trail date format	MM / DD / YYYY
Status	 Signed

Document History

 SENT	<b>06 / 09 / 2023</b> 18:13:49 UTC	Sent for signature to Paula Kauffman (paula.kauffman2@gmail.com) from davillierh@gee-edu.com IP: 75.75.215.186
 VIEWED	<b>06 / 09 / 2023</b> 18:55:05 UTC	Viewed by Paula Kauffman (paula.kauffman2@gmail.com) IP: 68.61.233.105
 SIGNED	<b>06 / 09 / 2023</b> 18:55:23 UTC	Signed by Paula Kauffman (paula.kauffman2@gmail.com) IP: 68.61.233.105
 COMPLETED	<b>06 / 09 / 2023</b> 18:55:23 UTC	The document has been completed.

# *Michigan Department of Licensing and Regulatory Affairs*

## *Filing Endorsement*

***This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***GLOBAL TECH ACADEMY***

***ID NUMBER: 71279K***

***received by facsimile transmission on April 15, 2013 is hereby endorsed***

***Filed on April 15, 2013 by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***

***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 15TH day of April, 2013.***



A handwritten signature in black ink, appearing to read "A. Schefke".

**Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau**

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BCS/CD-511 (Rev. 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES											
Date Received	(FOR BUREAU USE ONLY)										
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.										
<table border="1"><tr><td colspan="3">Name Karey Reed</td></tr><tr><td colspan="3">Address 2455 South Industrial Highway Suite A</td></tr><tr><td>City Ann Arbor</td><td>State Mi</td><td>ZIP Code 48104</td></tr></table>			Name Karey Reed			Address 2455 South Industrial Highway Suite A			City Ann Arbor	State Mi	ZIP Code 48104
Name Karey Reed											
Address 2455 South Industrial Highway Suite A											
City Ann Arbor	State Mi	ZIP Code 48104									
EFFECTIVE DATE:											

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**RESTATED ARTICLES OF INCORPORATION****For use by Domestic Nonprofit Corporations**

(Please read information and instructions on the last page)

*Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:*

1. The present name of the corporation is:	<u>Global Tech Academy</u>
2. The identification number assigned by the Bureau is:	<div>71279K</div>
3. All former names of the corporation are:	
4. The date of filing the original Articles of Incorporation was:	<u>3/13/2013</u>

*The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:*

**ARTICLE I**

The name of the corporation is: see attached pages
---

**ARTICLE II**

The purpose or purposes for which the corporation is organized are: see attached pages
---

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**ARTICLE III**

1. The corporation is organized on a \_\_\_\_\_ basis.  
(stock or nonstock)
2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is \_\_\_\_\_. If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

and the description and value of its personal property assets are: (if none, insert "none")

(The valuation of the above assets was as of \_\_\_\_\_, \_\_\_\_\_ )  
The corporation is to be financed under the following general plan:

The corporation is organized on a \_\_\_\_\_ basis.  
(membership or directorship)

**ARTICLE IV**

1. The name of the resident agent is: Karey Reed
2. The address of the registered office is:  
2455 South Industrial Highway Suite A Ann Arbor , Michigan 48104  
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above:  
\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

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**ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)**

see attached pages

**5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETED SECTION (b).**

- a. ☐ These Restated Articles of Incorporation were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and **integrate and do not further amend** the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Authorized Officer or Agent)\_\_\_\_\_  
(Type or Print Name)

- b. ☒ These Restated Articles of Incorporation were duly adopted on the 12 day of April, 2031, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and **do further amend** the provisions of the Articles of Incorporation, and: (Check one of the following)

- ☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of **all** the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- ☐ were duly adopted by the written consent of **all** the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation).

Signed this 12 day of April, 2013By \_\_\_\_\_  
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)Korey Neal  
(Type or Print Name)Chairperson  
(Type or Print Title)


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MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Karey Reed  
2455 South Industrial Highway Suite A  
Ann Arbor Mi 48104

EFFECTIVE DATE: 

**Document will be returned to the name and address you enter above**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 et seq. of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

### ARTICLE I

The name of the corporation is: **Global Tech Academy.**

The authorizing body for the corporation is: The Board of Regents of Eastern Michigan University ("University Board").

### ARTICLE II

The purpose or purposes for which the corporation is organized are:

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a contract to charter a public school academy ("Contract") authorized under the Code.



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### ARTICLE III

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is: 4/1/2013

Real Property: \$0.

Personal Property: \$0

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

### ARTICLE IV

The address of the registered office is:  
2455 South Industrial Highway Suite A  
Ann Arbor Mi 48104

The mailing address of the registered office is the same. The name of the resident agent at the registered office is Karey Reed.

### ARTICLE V

The corporation is a governmental entity.

### ARTICLE VI

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in section 7 of Act No. 170 of the Public Acts of 1964, MCL 691.1407.

### ARTICLE VII

Before the issuance of a Contract to the corporation by the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

### ARTICLE VIII

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

## ARTICLE IX

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

## ARTICLE X

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

## ARTICLE XI

These Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the corporation by the University Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to the Charter Schools Office Director the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the Charter Schools Office Director, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation.

At any time and for any reason, the University Board or an authorized designee may propose changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the University Board upon a majority vote of the corporation's Board of Directors.

Amendments to the Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or its designee

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and filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

## **ARTICLE XII**

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation.

## **CONTRACT SCHEDULE 2**

### **Bylaws**

**AMENDED BYLAWS**  
**OF**  
**GLOBAL TECH ACADEMY**

**ARTICLE I**  
**NAME**

This organization shall be called Global Tech Academy (the “Academy” or “Corporation”).

**ARTICLE II**  
**FORM OF CORPORATION**

The Academy is a governmental entity, organized as a non-profit, non-stock, directorship corporation.

**ARTICLE III**  
**OFFICES**

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Ypsilanti, County of Washtenaw State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Commercial Services and reported to the Eastern Michigan University Charter Schools Office (“Charter Schools Office”).

**ARTICLE IV**  
**BOARD OF DIRECTORS**

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed by the Academy Board of Directors (“Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code (“Code”). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal,

resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by The Board of Regents of Eastern Michigan University (the “University Board”).

## ARTICLE V

### MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Michigan. The Corporation shall provide notice of all special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 3. Quorum. In order to legally transact business, the Academy Board shall have a quorum present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

<u># of Academy Board positions</u>	<u># required for Quorum</u>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

Section 4. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director’s personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director’s attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes by Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

## **ARTICLE VI**

### **COMMITTEES**

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

## **ARTICLE VII**

### **OFFICERS OF THE BOARD**

Section 1. Number. The officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

Section 6. Vice-President. The Vice President of the Corporation shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7. Secretary. The Secretary of the Corporation shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Academy Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.



**ARTICLE VIII**  
**CONTRACTS, LOANS, CHECKS AND DEPOSITS;**  
**SPECIAL CORPORATE ACTS**

Section 1. Contracts. The Academy Board may authorize any officer(s), assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Eastern Michigan University or impose any liability on Eastern Michigan University, the University Board, its regents, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Eastern Michigan University or impose any liability on Eastern Michigan University, the University Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other

Corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other Corporation by the President of this Corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this Corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent with respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

## **ARTICLE IX**

### **INDEMNIFICATION**

Each person who is or was a Director, officer or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

## **ARTICLE X**

### **FISCAL YEAR**

The fiscal year of the Corporation shall begin on the first day of July in each year.

## ARTICLE XI

### AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the Charter Schools Office. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the Charter Schools Office.

## ARTICLE XII

### CONTRACT DEFINITIONS

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

## CERTIFICATION

These Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Board of Directors on the 8th day of June, 2023.

Paula Kauffman, Board President

Printed Name



Signature

GLOBAL TECH ACADEMY

Title	GTA Amended By Laws
File name	2023 GTA - Schedu...ended Bylaws.docx
Document ID	be46614cd6157326dee18a3737a98afba06c610f
Audit trail date format	MM / DD / YYYY
Status	● Signed

## Document History



SENT

**06 / 09 / 2023**

18:27:48 UTC

Sent for signature to Paula Kauffman  
(paula.kauffman2@gmail.com) from davillierh@gee-edu.com  
IP: 75.75.215.186



VIEWED

**06 / 09 / 2023**

18:56:29 UTC

Viewed by Paula Kauffman (paula.kauffman2@gmail.com)  
IP: 68.61.233.105



SIGNED

**06 / 09 / 2023**

18:56:46 UTC

Signed by Paula Kauffman (paula.kauffman2@gmail.com)  
IP: 68.61.233.105



COMPLETED

**06 / 09 / 2023**

18:56:46 UTC

The document has been completed.

**CONTRACT SCHEDULE 3**

**Fiscal Agent Agreement**

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Eastern Michigan University Board of Regents ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Global Tech Academy, a public school academy (the "Academy").

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward to the Academy any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Eastern Michigan University as designated by the University Board who receives State School Aid Payments on behalf of the Academy and forwards such payments to the Academy.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

## **ARTICLE II**

### **FISCAL AGENT DUTIES**

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments and forwarding such payments to the Academy. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the University Board on behalf of the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

Section 2.05. Prior University Review Required for Certain Financial Transactions. The Academy is required to fully comply with Section 3.7 of this Contract's Terms and Conditions.

### **ARTICLE III**

#### **STATE DUTIES**

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

### **ARTICLE IV**

#### **ACADEMY DUTIES**

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy. In the event an overpayment of any kind is made to the Academy by the Fiscal Agent, the Academy shall be directly responsible for reimbursing the Fiscal Agent.



Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

## **ARTICLE V**

### **RECORDS AND REPORTS**

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and make available to the Academy within thirty (30) days of September 30th, and annually thereafter, a written report dated as of September 30<sup>th</sup>, summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

## **ARTICLE VI**

### **CONCERNING THE FISCAL AGENT**

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State for the benefit of the Academy and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Section 6.03. Withholding of State Aid Funds. Notwithstanding any other provisions contained in this Contract, at its sole discretion, Eastern Michigan University, acting in its capacity as Authorizer and Fiscal Agent, and within permissible parameters as prescribed by the Code, may elect to increase its administrative fee up to 3% of the total state school aid received by the Public School Academy for all or any portion of the entire school year and thereafter, whenever any amount of state school aid is withheld as a result of the Public School Academy's failure to comply with any requirements of Federal, State or Local law or regulation.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Eastern Michigan University Board of Regents to Global Tech Academy.

BY: \_\_\_\_\_

\_\_\_\_\_, Director

Bureau of Bond Finance  
Michigan Department of Treasury

Date: \_\_\_\_\_, 20\_\_

**CONTRACT SCHEDULE 4**

**Oversight Agreement**

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is part of the Contract issued by The Board of Regents of Eastern Michigan University ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Global Tech Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, the University Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight Agreement.

"Compliance Certification Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

"Charter Schools Office" means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.01 of this Schedule 4.

"State School Aid Payment" means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the University Board's Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the University Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually, or as needed, between the Academy Board of Directors and a designee of the University Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or reform the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the University Board or its designee.
- j. Evaluate whether mandated assessment programs are or have been appropriately administered to the Academy's student population.

k. Perform such other duties and responsibilities, in its sole discretion, which it deems necessary in order to conduct oversight of the Academy's compliance with this Contract, the Code and other applicable law.

Section 2.02. Compliance Certification Duties. The Academy agrees to perform all of the following Compliance Certification Duties:

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements and the Epicenter Compliance Calendar adopted by the Charter Schools Office. The Master Calendar or Compliance Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the CSO Director and counsel for the University Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed Academy Board meeting agenda to the Charter Schools Office at least five (5) days prior to the Academy Board meeting. Provide approved agendas and minutes of all Academy Board of Directors' meetings to the University Charter Schools Office no later than ten (10) days after such items are approved.
- g. Submit to the Charter Schools Office within ten (10) days of insurance renewal copies of the "ACORD" insurance certificate/s of liability insurance. Provide upon request by the Charter Schools Office, and in the manner requested, the Academy's insurance verification document and copies of insurance policies evidencing all insurance as required by the Contract. Provide upon request by the Charter Schools Office, or in accordance with the Epicenter Compliance Calendar, copies of all insurance required by the Contract to an independent insurance reviewer.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.

- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.
- k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.
- l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Charter Schools Office' ESP Policies, the Contract and the Code.
- m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.
- n. Prior to the issuance of this Contract, the Academy Board shall provide the Charter Schools Office with a copy of the description of staff responsibilities for employees of the Academy for inclusion in the Contract.
- o. Prior to July 1 of each year, the Academy Board shall approve and submit an operating school budget. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; and (iii) any start-up expenses incurred by the Academy. The Academy will prepare and adopt its operating budget and all subsequent budget revisions in a form and manner prescribed by law and the Michigan Public School Accounting Manual. Within ten (15)



days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within its transparency section, accessible to the public.

p. Submit proof annually that the Academy is employing classroom teachers who meet the certification requirements set forth in Part 22 of the Revised School Code, and may only use non-certified teachers when allowed by law. Before the Academy hires non-certified teachers, it shall notify EMU in writing of its intent to do so no less than 15 days before it takes such action. The Academy shall employ certified administrators and chief business officials as required by law.

To the extent that any dates for the submission of materials by the Academy under Section 2.02 conflict with dates set forth in the Master Calendar and Epicenter Compliance Calendar, the dates in the Master Calendar and Epicenter Compliance Calendar shall control.

Section 2.03. Waiver and Delegation of Oversight Procedures. The University Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The University Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the University or other designee.

### **ARTICLE III**

#### **RECORDS AND REPORTS**

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Charter Schools Office.

### **ARTICLE IV**

#### **MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the University Board by this Agreement.

## ARTICLE V

### TRANSPARENCY PROVISION

#### Section 5.01. Information to Be Made Publicly Available by the Academy and ESP.

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Charter Schools Office by the Academy in accordance with Section 12.17(a) of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities

19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Section 5.01(A) above

**CONTRACT SCHEDULE 5**

**Description of Staff Responsibilities**



## Job Description Inventory:

- Principal
- Elementary Teacher
- Middle School Teacher (Math/Science/Social Studies/ELA/Arabic/Spanish/PE/Art)
- Secondary School Teacher (Math/Science/Social Studies/ELA/Technology, Arabic/Physical Education, Art)
- Special Education Teacher
- ELL Teacher
- Instructional Coach – Grades K-5
- Reading Specialist
- Paraprofessional
- Assessment Coordinator
- Student Services/Advisor Coordinator
- School Social Worker
- School Psychologist
- GSRP Lead Teacher
- GSRP Associate Teacher
- ELL Teacher
- Instructional Coach – Grades K-5
- Reading Specialist
- Paraprofessional
- Assessment Coordinator
- Student Services/Advisor Coordinator
- School Social Worker
- School Psychologist
- GSRP Lead Teacher
- GSRP Associate Teacher
- Substitute (None)
- Occupational Therapy Assistant (None)
- Occupational Therapist
- Assistant Principal (None)
- Day Care Worker (None)



#### Employer Information

Global Educational Excellence

2455 S. Industrial Hwy.

Ann Arbor, MI 48104

[www.careers.gee-edu.com](http://www.careers.gee-edu.com)

P: 734.369.9500 / F: 734.369.9499 / Email: [hr@gee-edu.com](mailto:hr@gee-edu.com)

**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Principal at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** GEE Director

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

#### Purpose:

Directs the activities of the Academy to provide for the proper instruction and supervision of students in accordance with the stated mission and goals of the Academy.

#### Education & Job Requirements:

- Master's Degree in educational administration, curriculum and development or related field.
- Minimum of five years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required
- All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

#### Tasks:

##### Instruction

- Serves as the educational leader for the Academy by developing, supervising and evaluating the Academy's instructional programs and recommending such changes and improvements as may be needed, including the formulation of curriculum objectives and selection, development and revision of curriculum materials.
- Reviews all curriculum guides and materials to be distributed among instructional staff, parents, etc.
- Supervises scheduling of the curriculum, facilities, personnel and students.
- Plans, develops and supervises testing programs within the Academy to measure the effectiveness of the total educational program.

##### Staff

- Assists in the recruitment of qualified personnel. Recommends hiring, placement and transfer of personnel. Supervises orientation and pre-service training of new personnel.
- Provides for effective communication and relations between the administration and staff and for building staff morale. Plans and conducts staff meetings.
- Supervises and evaluates the performance of the staff and makes recommendations to GEE regarding promotion, transfer and retention of staff.
- Supervises the activities of the office administration in the areas of office management, transportation, facility and maintenance and personnel administration.
- Plays a significant leadership role in fostering professional growth and providing professional assistance to staff as required.

#### Students

- Develops and supervises the implementation of an Academy-wide code of conduct and behavior to ensure the safety, proper discipline and conduct of students at all times.
- Plans and carries out an effective guidance and counseling program to meet the goals of the Academy.
- Organizes and supervises new pupil registration.
- Plans, develops and coordinates Academy-wide system of health services, including scheduling physical examinations of visual, hearing and other health-related concerns.
- Establishes effective liaisons with the various offices, agencies and institutions within the community that may provide specialized or professional help to students and their parents.
- Supervises the maintenance of accurate student and personnel records, including attendance, grades, etc.
- Ensures adequate communications with parents regarding student performance and conduct, Academy policies and procedures, activities, etc., through report cards, conferences, newsletters and other means.
- Reviews and evaluates Academy programs, facilities and activities to ensure compliance with state and local regulations.
- Assists in the development and monitoring of Academy policies and administrative rules and procedures.
- Oversees the activities and operation of the Academy's Parent Organization.

#### Miscellaneous

- Provides the Academy Board with a Principal's report at every Academy Board meeting and any other reports requested by the Academy Board.
- Performs such other duties as may be assigned.

#### Supervisory/Responsibilities

- Carries out supervisory responsibilities in accordance with the policies of the Academy Board and applicable law. These responsibilities include, but are not limited to, interviewing, hiring and training employees; planning, assigning and directing work; appraising staff performance; rewarding and disciplining employees; addressing complaints and resolving problems.

#### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Elementary Teacher at (insert academy name) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

#### Purpose:

Provide effective elementary classroom instruction for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

#### Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

#### Tasks:

*A GEE teacher skillfully demonstrates:*

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic influence;
- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional and health needs are addressed;
- the ability to motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- the commitment to coordinate instruction within and across grade levels;
- the aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;
- the capacity to align curriculum, instruction and assessments while responding to the individual needs of students;
- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;
- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;





- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- the ability to seek out knowledgeable peers, coaches or administrators for instructional support in the never-ending quest to deliver the vision of high quality subject-specific instruction in every class period every day

*A GEE teacher has the confidence to lead and possesses the following competencies to:*

- prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

#### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** Middle School Teacher (Math, Science, Social Studies, ELA, Technology, Arabic, Physical Education, Art) at (insert academy) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

#### Purpose:

Provide effective middle school classroom instruction in (subject) for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

#### Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

#### Tasks:

*A GEE teacher skillfully demonstrates:*

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic influence;
- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional and health needs are addressed;
- the ability to motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- the commitment to coordinate instruction within and across grade levels;
- the aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;
- the capacity to align curriculum, instruction and assessments while responding to the individual needs of students;
- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;
- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;



- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- the ability to seek out knowledgeable peers, coaches or administrators for instructional support in the never-ending quest to deliver the vision of high quality subject-specific instruction in every class period every day

*A GEE teacher has the confidence to lead and possesses the following competencies to:*

- prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

#### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** Secondary School Teacher (Math, Science, Social Studies, ELA, Technology, Arabic, Physical Education, Art) at (insert academy) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

#### Purpose:

Provide effective secondary school classroom instruction in (subject) for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

#### Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

#### Tasks:

*A GEE teacher skillfully demonstrates:*

- the strong desire and ability to achieve outstanding student achievement results in a short amount of time;
- the strong desire and ability to build meaningful, caring relationships with students in order to exert academic influence;
- the skill and willingness to leverage the student support network to ensure that students' social, emotional, nutritional and health needs are addressed;
- the ability to motivate students and influence their behaviors;
- the willingness and capacity to hold ongoing instructional-specific conversations designed to focus conversations and efforts on improving student learning;
- the ability to collaboratively create and execute clear, logical instructional plans that produce strong results in student learning;
- the commitment to coordinate instruction within and across grade levels;
- the aptitude to discuss subject specific content instruction and the drive to try out new ideas to improve student learning;
- the capacity to align curriculum, instruction and assessments while responding to the individual needs of students;
- the competence to collect and analyze data to inform instructional decisions;
- the ability and desire to design and utilize formative assessments to modify and adjust instruction on a daily basis;
- the skill to implement a tiered system of instruction within the classroom to meet the needs of all students;



- the ability to help create and thrive in a professional environment that is one of mutual respect, teamwork, and accountability;
- the ability to seek out knowledgeable peers, coaches or administrators for instructional support in the never-ending quest to deliver the vision of high quality subject-specific instruction in every class period every day

*A GEE teacher has the confidence to lead and possesses the following competencies to:*

- prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- achieve results by taking risks and reflecting and acting on lessons learned;
- maintain his/her drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead;
- commit to the relentless pursuit of increasing student learning; and
- skillfully challenge the status quo.

#### Physical Requirements:

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**Position:** Special Education Teacher at (insert academy name) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

#### Purpose:

Provide effective instruction for pupils who have a variety of disabilities as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

#### Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

#### Tasks:

- Works with children with mild to moderate disabilities, using the general education curriculum, or modifying it, to meet the child's individual needs.
- Assists in the development of IEPs for each special education student.
- Coordinates the work of teachers, Paraprofessionals and related contracted personnel, such as therapists and Social Worker, to meet the individualized needs of the students within inclusive special education programs.
- Participates in Child Study Team meetings.

#### Record Keeping

- Keeps attendance and progress records as required by the MDE.
- Attends and participates in IEP/504 meetings.
- Reviews the IEP with the student's parents, school administrators and the student's general education teacher.
- Works closely with parents to inform them of their child's progress and suggests techniques to promote learning at home.

#### Discipline & Counseling

- Teaches and enforces Academy rules of conduct and behavior.
- Maintains order in classroom.
- Maintains classroom in a neat and clean manner.
- Counsels students when emotional or academic problems arise.

#### Other

- When students need special accommodations in order to take a test, ensures that appropriate ones are provided.
- Designs and teaches appropriate curricula; assigns work geared toward each student's needs and abilities; grades papers and homework assignments.
- Assists general educators in the adaption of curriculum materials and teaching techniques to meet the needs of students with disabilities.
- Attends staff meetings and other Academy-related events and activities.
- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

**Physical Requirements:**

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** ELL Teacher at (insert academy name) / **Location:** (insert location)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

#### Purpose:

Provide effective ELL classroom instruction support for pupils as well as manage the materials and resources used for educating them. Educator is responsible for managing student behavior for the purpose of providing a safe and optimal learning environment.

#### Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

#### Tasks:

##### Essential Duties and Responsibilities:

- Carries out assessments of students' needs using the WIDA test/screener.
- Assesses students' progress based on classroom and teacher observations.
- Participates in Child Study Team meetings.
- Provides mainstream language support in the child's classroom.
- Co-operates with bilingual Paraprofessionals in working with the child in the mainstream classroom.
- Facilitates home/school liaison between staff and parents.
- Drafts and reviews institutional policies relating to the education of students with English as a second language.

#### Record Keeping

- Works with enrollment staff in proper identification of Limited English Proficiency students.
- Maintains records of individual student's progress during their three years in the ELL Program.

#### Discipline & Counseling

- Teaches and enforces Academy rules of conduct and behavior.
- Maintains order in classroom.
- Maintains classroom in a neat and clean manner.
- Reports needed repairs and maintenance to the Administrative Office.

#### Other

- Attends staff meetings and other Academy-related events and activities.





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- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

**Physical Requirements:**

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**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Instructional Coach – Grades K-5 at (insert academy name) / **Location:** Traveling locally required.

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Director of Curriculum and Instruction

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

#### Purpose:

The K-5 Instructional Coach position is an excellent opportunity for an experienced coach or classroom teacher who possesses special expertise in elementary education instruction and curriculum. The primary responsibility of the K-5 Instructional Coach is to work with teachers providing instructional support including curricular unit planning, co-teaching/modeling, data dissemination, creation of assessments as well as providing professional development opportunities to raise student achievement. To provide coaching and support to deepen teacher content knowledge and strengthen instruction.

The K-5 Instructional Coach will develop teacher growth goals aligned to the Danielson Instructional Framework in collaboration with the building principal. A primary goal of the K-5 Instructional Coach position is to build capacity for expert elementary instruction in every classroom.

#### Education & Job Requirements:

- Bachelor's Degree required, Masters preferred.
- Minimum of five years of successful teaching experience.
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required.

#### Qualifications

- Deep knowledge of the new Michigan state curriculum frameworks
- Strong content and pedagogical knowledge in mathematics, science and ELA
- Demonstrated teaching expertise in elementary education
- Experience with standards-based assessment and effective use of student data
- Demonstrated ability to work collaboratively and effectively with teachers
- Experienced in providing high-quality professional development for teachers
- Experienced in communicating with parents/guardians about how children learn science

#### Essential Attributes

- Holds an unwavering belief that every student can grow and succeed
- Is able to work collaboratively and flexibly as part of a building team
- Has a strong work ethic, is self-directed, and has the ability to work independently
- Self-reflects and accepts feedback with a growth mindset

## Responsibilities

### *Coaching – Building Capacity*

- Works with teachers one-on-one and in small groups to plan a unit/ sequence of lessons based on the Michigan Standards; assists teachers in implementing research-based instructional strategies, choosing a variety of materials, implementing curriculum with fidelity and including literacy objectives in learning experiences
- Introduces best practices in the area of elementary education through demonstration lessons, co-teaching, co-planning, peer observation, study groups, and professional development workshops
- Builds teacher capacity to interpret and use a range of assessment tools to plan lessons and address individual student needs
- Articulates goals, practices and district vision for excellence in core content areas as needed for staff and parents
- Meets frequently with the Principal to analyze data, complete Instructional Rounds, and discuss next steps for school-based professional development that supports growth
- Engages in advanced training opportunities designed to strengthen content knowledge, pedagogy, and coaching skills
- Meets with other instructional coaches to share information and best practices
- Supports the school data team in monitoring progress toward meeting grade-level and school wide goals
- Provides leadership in preparing and disseminating assessment data
- Other duties as assigned by Director of Curriculum and Instruction
- Performs other duties as may be assigned

### Physical Requirements:

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**Position:** Reading Specialist at (insert academy name) / **Location:**

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance, merit pay bonus and 401k retirement plan.

#### Purpose:

Design effective instructional programs to teach students with reading difficulties. Assist teachers in designing a variety of individualized and group instructional interventions or programs for students with reading problems.

#### Education & Job Requirements:

- Bachelor's Degree required
- Meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification requirements as defined by the Michigan State Board of Education. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Satisfactory criminal background check required

#### Tasks:

- Provide intensive one-on-one literacy support to students. Also provide literacy support to students through small group instruction and co-teaching in classrooms based on the identified needs of students.
- Develop and maintain daily written lesson plans based on student's needs, interests and abilities administering tests to random sample students
- Develop and maintain accurate records of student progress indicative of an ongoing evaluation process as required by the Individual Reading Instruction Plan.
- Interact and communicate with the classroom teachers of students participating in solving classroom and school problems and seeking resolutions through appropriate channels.
- Perform other duties and responsibilities incidental to the position or as assigned by the principal.

#### Record Keeping

- Develop and maintain accurate records of student progress indicative of an ongoing evaluation process as required by the Individual Reading Instruction Plan.
- Complete required teacher/administrative reports promptly and accurately.

#### Discipline & Counseling

- Teach and enforce Academy rules of conduct and behavior.
- Maintain order in classroom.
- Maintain classroom in a neat and clean manner.
- Report needed repairs and maintenance to the Administrative Office.

#### Other



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- Attend staff meetings and other Academy-related events and activities.
- Participate in in-service training as assigned. Attend conferences and seminars and present information to staff.

**Physical Requirements:**

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**Position:** Paraprofessional at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

#### Purpose:

- The primary focus of the paraprofessional is to assist in classroom instruction and management under the direction and supervision of the teacher.

#### Education & Job Requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or
- Obtain an associate's degree (or higher); or Meet a rigorous standard of quality and demonstrate, through passage of an approved formal state academic assessment in the following areas:
  - Knowledge of, and the ability to assist in, instructing reading, writing, and mathematics; or
  - Knowledge of, and the ability to assist in, instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.
- The State Board of Education approved the following formal assessments by which a paraprofessional may choose to demonstrate this knowledge:
  - Passing the Basic Skills Examination
  - A passing score of at least 480 on the evidence-based reading and writing section of the SAT and 530 on the mathematics section in lieu of the Basic Skills Test or Professional Readiness Exam
  - ETS Parapro Assessment of a passing score of 460 is required
- Satisfactory criminal background check required

#### Tasks:

##### Curriculum

- Assists teacher in preparing lesson plans.
- Instructs, demonstrates and uses audiovisual teaching aids to present subject matter to class, at the direction and under supervision of the teacher.
- Assigns lessons and listens to oral presentations, at the direction and under supervision of the teacher.
- Provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher.
- Assists teacher in coordinating and supervising class field trips.
- Assists students with test preparation.
- Encourages level of learning.

##### Record Keeping

- At the direction of the classroom teacher.

##### Discipline & Counseling

- Teaches and enforces Academy rules of conduct and behavior.



- Maintains order in classroom, playground, hallway and lunchroom.
- Assists teacher in maintaining classroom in a neat and clean manner.
- Reports needed repairs and maintenance to the Administrative Office.
- Counsels students when emotional or academic problems arise.
- Communicates with teachers regarding students at risk.

#### Other

- Assists teacher in coordinating the work of volunteers in classroom.
- Assist teacher with translations.
- Provide support in a library or media center
- Attends staff meetings and other Academy-related events and activities.
- Participates in in-service training as assigned. Attends conferences and seminars and presents information to staff.
- Performs other duties as may be assigned.

#### Physical Requirements:

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**Position:** Assessment Coordinator at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

#### Purpose:

The Assessment Coordinator is responsible for coordinating, planning and organizing all aspects of the Academy's assessment program including common assessments, state and national standardized testing; performing initial analyses and interpretation of test results; and serving as liaison to testing agencies, administration and faculty.

#### Education & Job Requirements:

- Master's Degree in related education field or curriculum and development
- Minimum of three years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required

#### Tasks:

- Provide leadership and assistance to the GEE Assessment Director and building administration to develop and implement District assessment goals, determine effectiveness of assessments and identify areas for improvement to ensure compliance with goals and objectives.
- Work collaboratively with principal and teachers to develop and evaluate common assessments to ensure their quality and effectiveness in driving instruction to meet the needs of all learners and identify areas for improvement.
- Analyze and interpret assessment results in order to assist principal and teachers to develop, plan and implement instructional strategies.
- Utilize assessment data to identify achievement gaps for sub-groups of students and assist principal and teachers in improved learning opportunities for these students.
- Coordinate scheduling and administration of all required state and national standardized testing; ensure proper handling, distribution and security of testing materials and recording of test scores.
- Design and implement procedures for administering tests and develop written resource materials.
- Work with teachers and principal to utilize systems to manage and analyze data by student, grade level, school and District.
- Serve as Academy resource person to administrators and teachers on all aspects of assessment.
- Develop charts and graphs to explain data and make comparisons in a meaningful way; present reports to Board of Education, principal and other groups as required.
- Attend meetings, workshops or conferences, study professional literature to maintain current knowledge of the latest trends and research on the appropriate and most effective use of assessment in the Academy's instructional program and on rules and procedures required to ensure the integrity of testing.
- Other duties as assigned.





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**Physical Requirements:**

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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#### Employer Information

Global Educational Excellence

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**About Us:** GEE Academies are welcoming environments that are focused on student achievement and building community. Our faculty receive excellent support through our mentor program and weekly professional development sessions.

**Position:** Student Services/Advisor Coordinator at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

#### Purpose:

The position is responsible for assisting the school principal in the leadership, coordination, supervision and management of the school program and operation.

#### Education & Job Requirements:

- Master's Degree in educational administration, curriculum and development or related field.
- Minimum of three years of experience in teaching, administration or supervision.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required
- All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

#### Tasks:

- Assist with supervision and evaluation of teachers and staff
- Oversee student test administration and coordination of all logistics including organization of assessment materials and scheduling
- Maintain all site-based data in electronic databases; monitor recordkeeping procedures and data files for accuracy
- Share responsibility for the overall safety and well-being of the students
- Assist with discipline enforcement
- Maintain accurate records and prepare written reports
- Handle classroom and school site discipline
- Provide interventions for student discipline issues
- Monitor student attendance and process information for the purpose of ensuring student compliance
- Meet and communicate with parents
- Escort students to the office when assistance is requested by school staff
- Reports all incidents that occur in the assigned school
- Assist school staff in enforcing school-wide management procedures (CHAMPS)
- Monitor arrival and dismissal times
- Monitor student activity in the hallway and cafeteria
- Draw up agreed upon action plans with learners, outlining the aims of student mentoring and monitoring their progress
- Setting up clubs and after school clubs as well as running extracurricular activities



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**Position:** School Social Worker at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

#### Purpose:

The primary focus of the school social worker is to assist students whose emotional/social problems interfere with their ability to obtain maximum benefit from the educational program. The social worker may also act as a liaison between parents/guardians, school, and public or private agencies responsible for student care and services in order to assist parents in taking advantage of services available in the school and community.

#### Education & Job Requirements:

- Master's Degree in School Social Work
- Minimum of 1-2 years of experience as a school social worker.
- Must qualify to obtain a temporary or full approval as a school social worker.
- Approval issued through the Office of Special Education.
- Satisfactory criminal background check required

#### Tasks:

- Conducts social work evaluations with students suspected of having emotional/behavioral problems which may qualify them for special education services.
- Participates in the Multi-Disciplinary Team meeting to review the results of a social work evaluation and makes a recommendation relative to eligibility in the special education category of emotional impairment.
- Participates in the Individual Educational Planning Team (IEPT) meeting to identify the amount of social work support a student may require and develops annual goals/short-term instructional objectives related to the social/emotional needs of an eligible student.
- Provides social work services as described in the IEP related to specific goals and objectives and provides written evaluations on student progress.
- Conducts functional behavior assessments and writes behavior intervention plans in cooperation with IEPT members.
- Provides training for staff and assists staff in carrying out behavior intervention plans.
- Maintains appropriate confidential records for each student served.
- Develops and plans activities with general education and collaborative teachers to facilitate inclusion of special education students with behavior problems in the general education classroom.
- Mentors social workers eligible for temporary approval as a school social worker during their first year of employment.
- Duties related to providing general social work services on a school-wide basis:
  - Provides pre-referral consultation to teachers and school leaders regarding students with behavior/adjustment issues and joins the child study team when students with behavior problems are referred for interventions.



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- o Provides consultation to parents/guardians regarding family and community adjustment and utilization of community resources.
- o Assists teachers and provides training related to classroom management skills.
- o Serves as a liaison between the school and community service agencies.
- o Makes home visits for family consultation and evaluation.
- o Assists school teams in developing and carrying out crisis response plans.
- o Assists staff and parents in adjusting to crises/trauma.
- o Assists the school team in developing and implementing school-wide behavior intervention strategies.
- o Provides social skills training as part of school-wide behavior intervention strategies

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**Position:** School Psychologist at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

#### Purpose:

The school psychologist will be an integral part of the Special Education team. The psychologist will facilitate learning and help promote cognitive, personal, and social development and well-being of all students on the caseload. The position will consist of working with students and consultation to parents, the psychologist will work collaboratively towards program development, and must be able to communicate effectively with students, parents, administrators, and colleagues.

#### Education & Job Requirements:

- Master's Degree or Doctorate in Educational/School Psychology
- Entry level and new graduates are welcome to apply
- Must have Valid State License, Certification, Credentials
- Satisfactory criminal background check required

#### Tasks:

- Participates in the Multi-Disciplinary Team meeting to review the results of a social work evaluation and makes a recommendation relative to eligibility.
- Participates in the Individual Educational Planning Team (IEPT) meetings.
- Provide school psychological services to any pupil.
- Collaborate with staff in planning educational intervention, curriculum, behavioral management, and teaching strategies.
- Consult, counsel, and collaborate with pupils, parents, school personnel, and appropriate outside personnel regarding mental health, behavioral, and educational concerns utilizing psychological principles.
- Provide psychological evaluation for pupils referred as candidates for special education programs and provide reports to the appropriate educational authority.
- Perform systematic direct observations of pupils.
- Administer tests which may include intelligence, achievement, personality, adaptive behavior, and perceptual-motor tests.
- Interpret the psychological and other diagnostic data for professionals, parents, pupils, and appropriate others.
- Collaborate in program planning and evaluation services for decision-making purposes.
- Other duties

#### Physical Requirements:



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**Position:** GSRP Lead Teacher at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Preschool Director

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** Health, Dental, Vision, Supplemental insurance options and 401k retirement plan.

#### Purpose:

The Great Start Readiness Program (GSRP) Teacher is responsible for all aspects of planning, assessing, and instructing 4-year olds, based on the needs of each child, and the requirements of the GSRP grant. The teacher is also responsible for maintaining program quality and documentation as outlined in the GSRP implementation Manual, Preschool Program Quality Assessment (PQA), and State/DHHS licensing guidelines.

#### Education & Job Requirements:

- Valid Michigan teaching certificate with early childhood (ZA or ZS) endorsement or Bachelor's degree in early childhood.
- Satisfactory criminal background check required
- Certification in CPR and first Aid.

#### Tasks:

#### Preferred Qualifications:

- Teaching experience with early childhood/ preschool children, particularly with at-risk children.
- Training and experience with research-based preschool curricula with knowledge of early childhood standards of Quality for Pre-K (ECSQ-PK).
- Certification in CPR and First Aid
- Knowledge of current research on early childhood literacy
- Knowledge of the Preschool Program Quality Assessment (PQA) and its relationship to quality experiences for young children.
- Skill in providing effective learning experiences that foster academic growth in a developmentally appropriate manner.
- Work well with diverse families and engage parents as full partners in their child's learning
- Ability to act as a resource person for families
- Strong communication and interpersonal skills to effectively interact with students, parents, and teachers
- Monitor the development of each child's skill using the COR assessment tool.

#### Responsibilities:

- Implement developmentally-appropriate instruction for children using research-based curriculum
- Follow the daily schedule as outlines in the curriculum and GSRP guidelines
- Conduct screening and ongoing assessment of children and provide age-appropriate instructional support
- Meet with Early childhood specialist as needed to ensure quality programming and maintain a high-level PQA rating



- Attend staff meetings, workshops, and other scheduled program activities as requested
- Consider the associate teacher an essential member of the teaching team
- Collaborate with the associate teacher in planning, team meetings, troubleshooting, and decision making
- Empower the associate teacher to monitor behavior and support the educational process in the classroom
- Participate in home visits with associate teacher to partner with parents to meet the educational needs of their children
- Organize and maintain records for grant and licensing purposes
- Create and update anecdotal records for grant and licensing purposes
- Complete required progress reports and other paperwork
- Participate in district recruitment efforts, including open houses and round ups, and assist in student selection
- Maintain inventory of classroom equipment, materials, and supplies
- Schedule parent/family activities
- Develop newsletters and informational materials for families
- Able to work Flexible hours as needed for family involvement activities, including homes visits, recruitment events, open house
- Perform other duties as assigned

#### Physical Requirements:

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**Position:** GSRP Associate Teacher at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Part Time / **Reports To:** Preschool Director

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** Supplemental insurance and 401k retirement plan.

#### Purpose:

The GSRP Associate Teacher is responsible for working as a team member in providing a quality educational program for preschool children in planning, assessing, instructing students, maintaining required records, following grant compliance and licensing guidelines under the supervision of the lead teacher.

#### Education & Job Requirements:

- Associate's degree in early childhood education or child development or the equivalent; or a valid classroom CDA credential required.
- Satisfactory criminal background check required
- Certification in CPR and first Aid.

#### Tasks:

#### Preferred Qualifications:

- Experience in working with preschool children, particularly with at-risk children.
- Familiarity with research-based preschool curricula and preschool program quality assessment (PQA)
- Ability to be self-directed and take initiative when given a variety of task and responsibilities.
- Strong communication and interpersonal skills to effectively interact with students, parents, and teachers.
- Ability to work well with diverse families
- Ability to act as a resource person for families
- Outgoing, caring personality.

#### Responsibilities:

- Work as a team member in providing a quality educational preschool program
- Assist in planning, implementing, and monitoring curriculum and assessment
- Assist in establishing parent involvement activities
- Assist in home visits
- Assist in all daily operations of the program
- Work with individual and small groups of students
- Support children's emotional and social development, encouraging understanding of others and positive self-concepts
- Assist children with personal health care needs
- Work collaboratively and communicate with the classroom teachers to implement lessons plans, activities, and classroom tasks
- Assist lead teacher with monitoring behavior and supporting the educational process in the classroom

- Observe students' performance and record relevant data to assess progress
- Collect and document data regarding the student(s)
- Maintain accurate and complete student records
- Supervise students in classrooms, halls, cafeterias, and/or playground
- Participate in training and on-going professional development
- Monitor the development of each child's skill using COR assessment tool
- Inputting COR notes
- Able to work Flexible hours as needed for family involvement activities, including homes visits, recruitment events, open house
- Perform other duties as assigned

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**Position:** Family and Community Engagement Coordinator at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Exempt / **Employment Type:** Full Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** health, dental, vision, supplemental insurance and 401k retirement plan.

#### Purpose:

Coordinates, organizes and heads efforts to represent the Academy and GEE favorably in the community. Plans programs that promote good will and fosters relationships with community leaders for establishing and maintaining partnerships. Supports families of current and prospective students at the assigned Academy through programs and involvement opportunities. Potentially supervises the charitable contributions, including coordinating the approval process, screening requests for financial support, and directing the disbursement of funds. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected.

#### Education & Job Requirements:

- Bachelors' Degree in related field.
- Minimum of 2-3 years of experience in outreach, public relations, fundraising and program management.
- Such alternatives to the above qualifications as the Academy Board may find appropriate and acceptable.
- Satisfactory criminal background check required

#### Tasks:

- Works in partnership with community organizations, corporate partners, GEE and academy staff to develop and implement programs that promote GEE, its academies and programs.
- Develops and promotes community relations opportunities that support the Academy, families and students.
- Represents the assigned academy at community meetings.
- Works with departments, GEE academies, community partners and family school organizations to develop community relations plans and promote new and ongoing initiatives.
- Works with community organizations, corporations, GEE, GEE Academies and community coalitions to develop programs, events and new initiatives that promote marketing and community relations objectives.
- Other duties as assigned

#### Physical Requirements:

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**Position:** Administrative Assistant / Office Support Staff at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** The primary focus of the administrative assistant or office support staff is to perform secretarial and administrative functions for the Academy staff and community consistent with the goals and principles of the Academy.

#### Education & Job Requirements:

- High School Diploma or GED, Associates Degree preferred.
- At least two years of experience as an administrative assistant, preferably in a school setting.
- Satisfactory criminal background check required

#### Tasks:

##### State and Federal Requirements:

- Maintains Next K12 attendance and grades.
- Maintain the MSDS.
- Updates and monitors the CA-60s

##### Clerical:

- Primarily responsible for administrative office procedures and operations such as typing, bookkeeping, preparation of payroll, flow of correspondence, phone answering, filing, copying, requisition of supplies and other clerical services.
- Evaluates office procedures, revises procedures or devises material to improve efficiency of work flow; submits suggestions for improvements to Principal.
- Performs such duties as may be necessary to insure the safe and efficient operation of the Academy.

##### Miscellaneous:

- Implements school communications with parents through mailings, newsletters, etc.
- Contacts parents by 9:00am if their student is unexcused absent for that school day.
- Performs such other duties as may be assigned by the Principal or the Academy Board.
- Performs other duties as may be assigned.

#### Physical Requirements:

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**Position:** Kitchen Aide at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** Performs responsibilities for preparing and serving food to pupils and the maintenance of the school kitchen and cafeteria.

#### Education & Job Requirements:

- High school diploma or GED preferred.
- ServSafe Certification required.
- Compliance with all applicable laws related to food service and preparation in a school setting
- Satisfactory criminal background check required.

#### Tasks:

##### Cafeteria Food Service

- Prepares and serves meals available to students in the cafeteria (both breakfast and lunch).
- Cleans kitchen and dining facilities within the cafeteria.
- Assists in maintenance of necessary records and forms relating to governmental programs.

##### Cafeteria Maintenance

- Maintains kitchen facilities and cafeteria, including minor maintenance and repairs. Notifies administration concerning need for other repairs or additions to kitchen and cafeteria.
- Informs administration regarding misuse or destruction of cafeteria property.
- Performs other duties as may be required.

#### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to heavy lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

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**Position:** Custodian at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** Maintains building, performing maintenance, minor repairs, and other related maintenance activities.

#### Education & Job Requirements:

- High School Diploma or GED
- Satisfactory criminal background check required.

#### Tasks:

- Informs administration regarding misuse or destruction of property.
- Notifies administration concerning need for repairs or additions to lighting, heating and ventilating equipment or other areas of the building or grounds.
- Attends meetings, in-service training, workshops, etc. for the purpose of gathering information required to perform job functions.
- Cleans assigned facilities and/or grounds (e.g. classrooms, offices, gym, restrooms, cafeteria, multipurpose rooms, pools, grounds, etc.) for the purpose of maintaining a sanitary, safe and attractive environment.
- Informs students and other site personnel for the purpose of providing information and direction regarding activities, safety issues and/or proper maintenance of facilities and equipment. Monitors activities in and around work areas (e.g. halls, multipurpose rooms, lunch room, restrooms, grounds, etc.) for the purpose of preventing injuries and ensuring site safety.
- Performs minor, job related, maintenance on custodial equipment, classroom furniture and fixtures (e.g. change vacuum cleaner belts, bags, etc.) for the purpose of ensuring proper functioning and usability of items.
- Performs summer maintenance (e.g. strip/wax floors, moves furniture, painting, etc.) for the purpose of completing and/or facilitating summer construction.
- Prepares site for daily operations (e.g. opening gates, raising flags, sweeping walkway, etc.) for the purpose of ensuring facilities are operational and hazard free.
- Replenishes classroom and rest room supplies (e.g. paper towels, soap, etc.) for the purpose of ensuring adequate quantities for daily use.
- Responds to immediate safety and/or operational concerns (e.g. facility damage, vandalism, alarms, etc.) for the purpose of taking appropriate action or notifying appropriate personnel for resolution.
- Responds to inquiries from staff, students, parents, and/or visitors for the purpose of providing information, taking appropriate action and/or directing to appropriate personnel for resolution.
- Secures facilities and grounds (e.g. doors, gates, alarms, lights, etc.) for the purpose of minimizing property damage, equipment loss and/or potential liability.
- Supports District maintenance staff (e.g. grounds, trades, general maintenance, etc.) for the purpose of completing site custodial activities.



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- Other duties as assigned

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**Position:** Bus Driver at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** Performs responsibilities for picking up and dropping off pupils in a safe and responsible manner and in accordance with all applicable laws.

#### Education & Job Requirements:

- High school diploma or GED preferred.
- Must have a commercial driver's license and any other permit required for the operation of a school bus.
- Minimum of two years of experience or training.
- Compliance with all requirements set forth by the MDE.
- Compliance with all applicable laws related to school bus drivers.
- Satisfactory criminal background check required.

#### Tasks:

##### Transportation

- Picks up students at the beginning of the day and drops off students at the end of the day.
- Transports classes to field trips and other school outings.

##### Vehicle Maintenance

- Maintains school vehicles, performing routine maintenance. Responsible for fluids within vehicle.
- Informs administration regarding need for repairs or service.

##### Miscellaneous

- Transports school supplies and audio-visual equipment as needed.
- Performs other duties as may be required.

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**Position:** Hallway Monitor at (Insert Academy) / **Location:** (City, State)

**FLSA Status:** Non-Exempt / **Employment Type:** Part-Time / **Reports To:** Academy Principal

**Minimum Experience:** Entry Level / **Salary:**

**Benefits:** supplemental insurance options and 401k retirement plan.

**Purpose:** Under the direction of the building administrators, the Hallway Monitor will be responsible to monitor students in the halls and grounds of the school.

#### Education & Job Requirements:

- High school diploma or GED preferred.
- Must possess excellent written and verbal communication skills and proven organizational skills.
- Demonstrated successful communication skills with students, staff, parent and community.
- Proficient use of computers including knowledge and use of Microsoft Office products especially Excel.
- Satisfactory criminal background check required.

#### Tasks:

- Assist administration in monitoring student behavior(s) and inappropriate conduct.
- Assist in the safety and security of the school by monitoring students and ensuring doors remain locked and secure.
- Ability to monitor students and positively impact their choices while making corrections to behavior and hallway/building student discipline issues.
- Work independently and cooperatively with administrators and teachers.
- Provides individual assistance with work assignments.
- Ability to plan and organize; good work habits.
- Perform other duties as assigned by administration.

#### Physical Requirements:

Employee must be capable of performing physical demands of the job, including but not limited to lifting, bending, stooping, squatting, and standing for long periods of time. Work environment has a raised noise level.

*This document is intended to describe the general nature and level of the work performed by those assigned to this position. This is not an exhaustive list of all duties and responsibilities. Administration reserves the right to amend or change responsibilities to meet business and organizational needs as necessary.*

## SERVICE AGREEMENT

This Service Agreement (the “Agreement”) is made and entered into effective as of July 1, 2023, by and between Global Educational Excellence, L.L.C. (the “Contractor”), a Michigan limited liability company, and Global Tech Academy, through its Board of Directors (the “Board”), a Michigan public school academy and non-profit corporation (the “Academy”).

### RECITALS

**A.** The Academy is a charter school, organized as a public school academy under the Revised School Code (the “Code”). The Academy is operating as a public school academy pursuant to a Contract to Charter a Public School Academy dated July 1, 2023 issued by the Eastern Michigan University Board of Regents to the Academy which expires on June 30, 2028, together with all schedules attached thereto, and as the same may be modified from time to time, shall be known herein as the “Contract” with the Board of Regents of Eastern Michigan University as the authorizing body (“EMU,” or the “Authorizer”). This Agreement is not to exceed the length of the charter contract.

**B.** The Contractor specializes in providing public schools with a variety of management and educational services and products, including business services, assessment, curriculums, educational programs, teacher training, and assistive technology. Contractor's products and services are designed to serve the needs of the Academy's diverse student population with effective strategies to meet the needs of all members of its community.

**C.** Whereby the Academy and Contractor will work together to bring educational excellence and innovation to the operation of the Academy, based on Contractor's school design, institutional principles and management methodologies.

**D.** In order to facilitate the continuation of the school activities throughout the term of this Agreement and to implement an innovative educational program at the Academy, the parties, desire to establish this arrangement for the management and operation of certain of the Academy's educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

### ARTICLE I **TERM**

**A. Term.** Subject to the provisions of Paragraph B of this Article I and Paragraph D of Article VIII, this Agreement shall run concurrent with the terms on the Academy Contract. If the Academy's Contract issued by the Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to the Academy

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after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of, or penalties to, the parties.

- B. Review by EMU.** The parties acknowledge that this Agreement is subject to the review of EMU and shall be subject to termination pursuant to Article VIII, Paragraph D in the event that EMU does not provide its non-disapproval this Agreement.

### **ARTICLE II** **CONTRACTUAL RELATIONSHIP**

- A. Authority.** The Academy represents that it is authorized by law and the Contract to contract with a private entity and for that entity to provide educational and management services to the Academy. The Board is authorized by EMU to supervise and control the Academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.
- B. Contract.** Acting under and in the exercise of such authority, the Board hereby contracts with Contractor to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Contract.
- C. Status of the Parties.** Contractor is a for-profit entity, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of Contractor. The relationship between Contractor and the Academy is based solely on the terms of this Agreement, and the terms of any other agreements between Contractor and the Academy.
- D. Designation of Agents.** Notwithstanding the foregoing, the Academy designates employees of Contractor as agents of the Academy for the following limited purposes:
- The Academy agrees to define “school official” in the Academy’s annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act (“FERPA”) to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information from education records, and who is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and disclosure of personally identifiable information from education records. The Board designates Contractor and certain of its employees and subcontractors as school

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officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. Contractor and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials.

- During the term of this Agreement, the Academy may disclose confidential data and information to the Contractor, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the Americans with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d - 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.
- Except as permitted under the Code, Contractor shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If Contractor receives information that is part of an Academy student's education records, Contractor shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

### **ARTICLE III**

#### **FUNCTIONS TO BE PERFORMED BY CONTRACTOR**

- A. **Responsibility.** Contractor shall be responsible, and accountable to the Board, for the administration, operation and performance of the Academy, in accordance with appropriate sections of the Code and the Contract. Contractor shall use its best efforts to perform the obligations and responsibilities of the Academy under the Code and the Contract on behalf of the Academy or to assist the Academy in performing those obligations and responsibilities. No provision of this Agreement shall be deemed to interfere with the Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy, or prohibit



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the Board from acting as an independent, self-governing public body, *or* allow public decisions to be made other than in compliance with the Open Meetings Act.

- B. Educational Program.** The educational program and the program of instruction shall be implemented by the Contractor as set forth in the Contract. The education program and program of instruction may be adapted and modified from time to time in accordance with the specifications of the Contract and with prior Board approval. Notwithstanding the foregoing, the Board shall have the right to approve material changes to the educational program and programs of instruction necessitated by the failure of the Academy to meet the goals identified in the Contract or otherwise abide by the terms of the Contract. The parties acknowledge that changes to the educational program may require an amendment to the Contract, and EMU non-disapproval, prior to implementation.
- C. Strategic Planning.** Under direction of the Academy Board, the Contractor shall design strategic plans for the continuing educational benefit and financial stability of the Academy.
- D. Public Relations.** Under direction of the Academy Board, the Contractor shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for implementation by the Academy as Board.
- E. Specific Functions.** Under direction of the Academy Board, the Contractor shall be responsible for the management, operation, administration, and provision of educational and custodial activities at the Academy. Such functions may include, but are not limited to:
1. implementation and administration of the Educational Program, including the recommendation and acquisition of instructional materials, equipment and supplies (subject to the right of the Board to approve text books), and the administration of any and all extra and co-curricular activities and programs as approved by the Academy Board;
  2. management of all personnel functions, including professional development for the Principal, all instructional personnel and other staff, and the personnel functions outlined in Article VI;
  3. maintenance and operation of the school building and installation of technology for educational or operational purposes;

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4. all aspects of the business administration of the Academy;
5. all business, educational, and community partnering programs;
6. all fund raising and grant development programs and strategies;
7. any other function necessary or expedient for the administration of the Academy, or as may be required under the Code, the Contract, or by EMU.

Contractor and the Board acknowledge that the school building is currently leased from Mid-West Creative Properties, one or more of whose principals has or may have an interest in Contractor, and that the Academy will be responsible for compliance with the tenant's obligations thereunder, the expense of which shall be borne by the Board. Contractor shall identify to the Board those tenant obligations it performs on behalf of the Academy. The parties acknowledge that nothing contained herein shall affect the respective obligations of the landlord and tenant under the lease of the school building.

- F. **Subcontracts.** Contractor may, with prior Academy Board approval, subcontract services (major renovations, speech pathologist services, psychological services, physical therapy and social work) it agrees to provide to the Academy in connection with this Agreement, including, without limitation, special education services, food services or transportation. Notwithstanding the above, Contractor agrees not to subcontract the management, oversight, or operation of the teaching and instructional program, without the prior written approval of the Board.
- G. **Place of Performance.** Contractor reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off-site, unless prohibited by state or local law.
- H. **Materials Purchased.** All equipment, materials and supplies purchased by Contractor on behalf or as the agent of the Academy shall be and remain property of the Academy. If Contractor purchases equipment, material and supplies for the Academy, it shall comply with the Code (including, but not limited to, sections 1267 and 1274) as if the Academy were making all such purchases directly from a third party supplier. In no event shall Contractor charge an additional fee or charge to the cost of equipment, materials and supplies purchased from third parties.
- I. **Student Recruitment.** Contractor and the Board shall be jointly responsible for the recruitment of students, subject to the Board's direction on general recruitment and admission policies and the Contract. Application by or for students shall be voluntary, and shall be in writing. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.
- J. **Due Process Hearings.** Contractor shall provide student due process hearings in

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conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to record, consistent with the Academy's own obligations and policy.

- K. Legal Requirements.** Contractor shall provide educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived.
- L. Rules and Procedures.** Contractor shall recommend reasonable rules, regulations, and procedures applicable to the Academy and is authorized and directed to enforce those rules, regulations and procedures adopted by the Academy Board.
- M. School Year and School Day.** Contractor shall establish a school year and school day calendar based on the Contract subject to the requirements under law and as determined annually by the Board.
- N. Additional Grades and Student Population.** Contractor shall make recommendations to the Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Contract. In the event the Board seeks to expand the Academy to a new grade level, the Board shall involve Contractor in such efforts as early as possible. Upon receipt of such notice from the Board, Contractor will notify EMU as soon as possible in order seek an amendment to the Contract to suchend.
- O. Material Breach of Agreement.** Failure of Contractor to reasonably perform these functions, unless prevented from doing so by the Academy, its Board or circumstances beyond Contractor's control, shall be considered a material breach of this Agreement.
- P. Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by Contractor at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. Contractor owns all proprietary rights over curriculum or educational materials previously developed or copyrighted by Contractor, or curriculum or educational materials that are developed by Contractor using funds from the Academy that are not dedicated for the specific purpose of developing Academy curriculum or educational materials. Contractor's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

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- Q. Compliance with the Academy's Contract.** Contractor agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by EMU. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. The Contractor shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations Section 12. I 7(a) of the Contract Terms and Conditions
- R. Compliance with Section 503c.** On an annual basis, Contractor agrees to provide the Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.
- S. Information to be Provided by ESP.** Contractor shall make information concerning the operation and management of the Academy, including without limitations the information described in Schedule 4 of the Academy's Contract with its Authorizer, and any other information as requested by the Board, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the law.
- T. Data Security Breach.** In the event, the Academy experiences a data security breach of personally identifiable information from the Academy's education records not suitable for public release, Contractor shall assist the Academy, in accordance with MCL 445.72 to take appropriate action to assess the risk and notify affected individuals whose personal information may have been compromised.

### ARTICLE IV **OBLIGATIONS OF THE BOARD**

- A. Oversight.** The Board shall have the obligation and authority to oversee the performance of the duties of the Contractor under this Agreement.
- B. Policies.** The Board shall be responsible for adopting budgets and policies for the Academy to be implemented by the Contractor in accordance with this Agreement. The Board shall exercise good faith in considering the recommendations of Contractor, including but not limited to, Contractor's recommendations concerning policies, rules, Regulations, procedures, curriculum, budgets, fund raising, public relations, and school entrepreneurial affairs. The Academy's failure to adopt

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Contractor's objectively reasonable recommendations concerning functions to be performed by Contractor shall be considered a material breach of this Agreement. If the Board determines in good faith that a recommendation of Contractor is contrary to the Code, the Contract, or policies adopted by the Board not otherwise contrary to this Agreement, its failure or refusal to adopt a recommendation of Contractor shall not be deemed to be a material default of this Agreement.

- C. **Immunity.** The Board, in its sole discretion, shall determine whether to assert, or not assert, waive, or not waive, its governmental immunity.
- D. **Deposits.** The Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall solely be Board members and/or properly designated Academy employees. All interest or investment earnings on Academy deposits shall accrue to the Academy.
- E. **Auditor and Legal Counsel.** The Board shall retain independent legal counsel and an independent auditor.

### ARTICLE V **FINANCIAL ARRANGEMENTS**

- A. **Capitation Fee.** The Academy shall pay Contractor an annual capitation fee, in an amount not to exceed nine and one-half percent (9.5%) for five years of the moneys, grants, fees and credits received by the Academy from all sources in connection with the enrollment of students at the Academy, including, but not limited to, government funding, except to the extent prohibited by law or grant restrictions, or those amounts exempted by EMU) (the "Fee"). Said amounts may change during the term of this Agreement according to overall changes in student enrollment, or the state grants, moneys, or services provided by other governmental agencies, and the extent of other revenue sources. The Fee shall be paid to Contractor as and when state payments, or funds from other state agencies or other revenue sources, are received by the Academy. The Fee will not preclude the payment of additional compensation if additional compensation is permitted or specified elsewhere in this Agreement or in any other agreements between the parties ("Additional Compensation", and together with the Fee, the "Management Fee"). Notwithstanding anything to the contrary contained herein, the parties agree that state payments shall be made directly to the Academy, and that the Management Fee and other charges under this Agreement shall be paid to Contractor, upon availability of funds.
- B. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments, improve the quality of education at the Academy, and fulfill the mission of the Academy, Contractor shall develop and pursue a program for obtaining and producing revenue supplemental to state aid and grants, shall seek Board approval prior to accepting grant revenues, and shall report to the Board on a consistent basis regarding the status of its efforts in this area.

- C. **Payment of Costs.** In addition to the Management Fee, the Academy shall reimburse Contractor for all costs reasonably incurred in providing the educational program at the Academy other than Contractor overhead costs. Such costs shall include, but shall not be limited to, curriculum materials, professional development, textbooks, library books, costs for computer and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, costs for personnel provided at the Academy either by Contractor or through an entity with which Contractor subcontracts for staff, and marketing and development costs. Marketing, development, and personnel costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of the Contractor. The Board must be informed of and approve the level of compensation and fringe benefits provided to employees of Contractor assigned to the Academy. The Board shall reimburse Contractor monthly for approved fees and expenses upon properly presented documentation and approval by the Board. At its option, the Board may advance funds to Contractor for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Board ratification within thirty (30) days. In paying costs on behalf of the Academy, Contractor shall not charge an added fee. Any costs reimbursed to Contractor that are determined by the independent audit not to be reasonably incurred on behalf of the educational program of the Academy shall be promptly returned to the Academy by Contractor. Contractor may, in order to gain various economies and efficiencies, elect to incur certain of such costs directly and, in such event, the Academy shall reimburse Contractor for budgeted items upon presentation of supporting documentation at a duly convened meeting of the Board. No corporate costs of the Contractor shall be charged to, or reimbursed by, the Academy.
- D. **Advancement of Funds.** Contractor may advance funds to the Academy relating to recruiting, selecting, and pre-service training of staff members; or cleaning, fixing, renovating and equipping of the Academy building and related capital facilities, all pending receipt by the Academy of its subsequent school aid payments. The Academy shall reimburse Contractor such funds upon receipt of such state school aid payments, to the extent that it is able to do so consistent with the Code and the Contract. The parties shall enter into a separate agreement regarding the terms and conditions of any advance and its repayment before funds are disbursed by Contractor to or for the benefit of the Academy.
- E. **Other Public School Academies.** The Academy acknowledges that Contractor may enter into similar management agreements with other public school academies. Contractor shall separately account for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy. If Contractor incurs reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation between such academies then Contractor shall

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allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

**F. Financial Reporting.** Contractor shall provide the Boardwith:

1. a projected annual budget (in compliance with P.A. 493 of the 2000 Uniform Budget and Accounting Act) by May 1 of each year of the term of this Agreement.
2. on not less than a monthly basis, Contractor shall provide the Board with financial statements not more than forty-five (45) days in arrears. Financial statements shall include a balance sheet, cash flow statement and an object-level detailed statement of revenue, expenditures and changes in fund balance, detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Board. A written report shall explain any variances from the approved budget, shall contain recommendations for necessary budget corrections and shall be prepared at least five (5) calendar days in advance of the Board meeting to be available for Board packets sent to Board members in preparation for Board meetings;
3. all its finance and other records related to the Academy available to the Academy's independent auditor upon reasonable notice. The Board shall be solely responsible for selecting and retaining the Academy's independent auditor;
4. an annual report showing the Academy is in compliance with state law and Regulations showing the manner in which funds are spent at the Academy;
5. reports on Academy operations and student performance, upon Board request, but not less frequently than four (4) times per year; and other information on a periodic basis to enable the board to monitor Contractor's educational performance and the efficiency of its operation of the Academy;
6. Contractor shall make information concerning the operation and management of the Academy, including but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract.

**G. Expenditure Reserve.** Notwithstanding anything to the contrary contained herein, an amount not less than five percent (5%) of the projected state aid payments for the school year in question shall be set aside each year as a contingency reserve. The Board shall have exclusive control of such reserve.

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- H. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and Contractor shall be contained in a document separate from this Agreement. Contractor does not enter this Agreement with an interest in entering into promissory notes or other financing agreements and is not expected by the Academy to serve as guarantor for promissory notes or other financing agreements through other lenders.

### ARTICLE VI **PERSONNEL & TRAINING**

Subject to recommendation by Contractor and review by the Board:

- A. **Principal.** Contractor shall select, hire and supervise the Principal, establish employment terms consistent with the Board-approved budget, and hold the Principal accountable for the success of the Academy.
- B. **Teachers.** Contractor shall recommend the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy consistent with the Board-approved budget. Contractor shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy and establish employment terms. These teachers may, at the discretion of Contractor, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by Contractor. Each teacher assigned to the Academy shall hold a valid teaching certificate issued by the state board of education under the Code to the extent required under the Code and be highly qualified, or meet Code provisions for non-certified teachers. Contractor will have the authority to select the teachers in the Academy and to hold them accountable. Contractor is the sole employer of all teachers and teachers shall not be employees of the Academy.
- C. **Support Staff.** Contractor shall recommend the number and functions of support staff required for the operation of the Academy consistent with the Board- approved budget and establish employment terms. Contractor shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, at the discretion of Contractor, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by Contractor. Contractor is the sole employer of all support staff.
- D. **Employer of Personnel.** Unless otherwise agreed or required by law or the Contract, the Principal, staff, and personnel at the Academy will be employees or subcontractors of Contractor. Compensation of all Contractor employees assigned to the Academy shall be paid by the Contractor. The Academy shall reimburse Contractor for the compensation Contractor pays its employees or subcontractors of Contractor in the performance of services on behalf of the Academy. For purposes of this Agreement, compensation shall include salary, fringe benefits and training,



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including without limitation retirement planning, and state and federal tax withholdings. Contractor will inform the Academy Board of the level of compensation and fringe benefits provided to the employees of the Contractor. Contractor, in consultation with the Principal, shall be responsible for selection, evaluation, discipline, and termination of all employees assigned to the Academy. Contractor shall also be responsible for conducting criminal background checks and unprofessional conduct checks on its employees as a public school academy under the Code.

During the term of this Agreement, Contractor shall not enter into any non-compete or other agreement with the Academy or any Contractor employee restricting or prohibiting the Academy from hiring such person, and any such agreement shall, for the purpose of this Agreement, be of no force or effect.

- E. Evaluations.** Contractor will comply with the requirements of applicable law, including but not limited to section 1249 of the Code, MCL 380.1249, regarding the evaluation of its employees based in part upon data on student growth and the establishment of employee compensation levels that include job performance and job accomplishments as a significant factor.
- F. Training.** Contractor shall provide training in its Board-approved curriculum, program, and technology, to all teaching personnel on a regular and continuous basis. Instructional personnel shall receive such training as required under the Code. Non-instructional personnel shall receive such training as Contractor determines reasonable and necessary under the circumstances.
- G. Background and Unprofessional Conduct Checks.** Contractor acknowledges and agrees that unless the Academy notifies it that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended (hereafter “PA 84 of 2006”), Contractor will have its agents, employees, representatives, or agents, employees or representatives of its subcontractor, who will be regularly and continuously performing services on the Academy's premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, within the timelines required by law. Contractor further agrees to provide the Academy with a copy of all fingerprinting and criminal history background reports promptly upon receipt of same. Additionally, unless notified it is not subject to PA 84 of 2006, Contractor represents and warrants to the Academy that it will at all times during the term of this Agreement comply with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy within 3 business days of when it, or any of its agents, employees, representatives, or subcontractors' employees who will be regularly and continuously employed on the Academy's premises, is/are charged with a crime listed in Section 1 535a(1) or 1 539b(1) of the Code, being MCL 380.1 535a(1) and 380.1 539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006, and to immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime.

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Contractor agrees to maintain and secure the confidentiality of all such criminal records.

- G. **Employee Leasing.** If Contractor leases employees to the Academy, Contractor must ensure that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. Legal confirmation must be provided to the Board that the employment structure qualifies as employee leasing.

### **ARTICLE VII ADDITIONAL PROGRAMS**

The services provided by Contractor to the Academy under this Agreement consist of the educational program during the school year and school day, and age and grade level, as set forth in the Contract, as such terms and conditions may change from time to time. Contractor may, in its discretion but subject to prior approval of the Board, provide additional programs, such as adult and community education, which are not a part of the Academy's program as of the effective date of this Agreement. In such cases, the Contractor and the Board shall enter into a separate agreement governing the provision of these programs.

### **ARTICLE VIII TERMINATION OF AGREEMENT**

- A. **Termination by Contractor.** Contractor may terminate the Agreement with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material breach of this Agreement within sixty (60) days after written notice from Contractor. A material breach may include, but is not limited to, failure to make payments to Contractor as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of Contractor. Upon such termination, Contractor shall have the option to reclaim any usable property or equipment (e g., copy machines, personal computers) installed by Contractor and not paid for by the Academy, or to reclaim the depreciated cost of such equipment.
- B. **Termination by the Academy.** The Academy may terminate this Agreement with cause prior to the end of the term in the event that Contractor should fail to remedy a material breach of this Agreement within sixty (60) days after written notice from the Academy; provided, however, that in the event such breach cannot be cured

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within such sixty (60) day period, Contractor may have an additional amount of time reasonably necessary to effect such cure, so long as Contractor commences such cure within the initial sixty day period and diligently pursues said cure thereafter. Material breach may include, but is not limited to, failure to account for its expenditures or to pay operating costs (providing funds are available to do so) or unreasonable failure to meet performance standards where such failure resulted from circumstances within its control. Any action or inaction by the Contractor that is not cured within sixty (60) days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by Eastern Michigan University is a material breach.

- C. **Revocation or Termination of Contract.** If the Academy's Contract issued by EMU is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of, or penalties to, the parties.
- D. **Amendment Caused By Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the parties shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.
- E. **Minor Breaches.** A breach of this Agreement that would otherwise not be material may become material if the breaching party does not act in good faith to cure the breach after notice, or if multiple breaches occur in a time period or under such circumstances that lack of good faith is indicated.
- F. **Change in Law.** If any federal, state, or local law or regulation, or court decision, or any requirement properly imposed by EMU under the Code or the Contract has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 days after the notice, the party requiring the renegotiation may terminate this Agreement on 120 days further written notice.
- G. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article I, absent unusual and compelling circumstances the termination will not become effective until the end of the school year following the notice of termination.

- H. Right to Reclaim.** Upon expiration of this Agreement at the completion of the contract term where there is no renewal, or when this Agreement is terminated, whether with or without cause, Contractor shall have the right to reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided the Academy at Contractor's expense or the depreciated cost of such equipment.
- I. Effect of Termination.** Upon termination, Contractor, and any subcontractor shall, without charge (a) close the books on the then-current fiscal quarter; (b) organize and prepare the Academy's records for transition to the new management company; (c) organize and prepare student records for transition to the new management company; and (d) provide for the orderly transition of employee compensation and benefits to the new management company without disruption to staffing. All contracts entered into by Contractor with another subcontractor for services at the Academy shall provide assuch.
- J. Transition.** In the event of any termination prior to the end of the Term of this Agreement or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Contractor shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by the ESP to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate, for up to ninety (90) days. This includes any keys, log-in information and passwords related to any Academy asset.

### **ARTICLE IX** **INDEMNIFICATION**

- A. Indemnification of Contractor.** To the extent permitted by law, without waiving any privilege or immunity, the Academy shall indemnify and save and hold Contractor and all of its employees, officers, members, subcontractors, and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of the negligence of the Academy or its Board, employees, subcontractors or agents, or any noncompliance by the Academy with

## Global Tech Academy

any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Contractor for all reasonable expenses and costs (including legal) associated with the defense of any such claim, demand, or suit. Notwithstanding the foregoing provisions of this Article IX, Paragraph A, the Academy shall not be required to waive its governmental immunity or to indemnify Contractor in circumstances where doing so would constitute a waiver of governmental immunity.

- B. Indemnification of Academy.** Contractor shall indemnify and save and hold the Academy and its Board and all of its employees, subcontractors and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, the negligence of the Contractor or any of its agents, employees or subcontractors or any noncompliance by the Contractor with any agreements, covenants, warranties, or undertakings of the Contractor contained in or made pursuant to this Agreement. In addition, Contractor shall reimburse the Academy for all reasonable expenses and costs (including legal) associated with the defense of any such claim, demand, or suit.
- C. Indemnification of Eastern Michigan University.** The parties acknowledge and agree that Eastern Michigan University, its Board of Regents, and its members, officers, employees, agents or representatives (collectively “University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the Contractor hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board’s approval of the Academy’s application, the University Board’s consideration of or issuance of a Contract, the Contractor’s preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by the Contractor, or which arise out of the Contractor’s failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against the Contractor to enforce its rights as set forth in this section of the Agreement.
- D. Waiver of Subrogation.** Each party to this Agreement waives all rights and claims against each other for all losses covered by their respective insurance policies, and to the extent permitted by their respective policies, waives all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover there under.

**ARTICLE X**  
**INSURANCE**

- A. **Academy Insurance.** The Academy shall maintain insurance in the amounts required by the Contract, with Contractor listed as an additional insured. Contractor shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. The Academy shall, upon request, present evidence to Contractor that it maintains the requisite insurance in compliance with the provisions of this Article.
- B. **Contractor Insurance.** Contractor shall maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). In the event that EMU or M.U.S.I.C. request any change in coverage by management companies, Contractor agrees to comply with any change in the type of or amount or coverage, as requested, within thirty (30) days after notice of the insurance coverage change. Contractor's insurance is separate from and in addition to the insurance the Board is required to obtain under the Contract. Contractor shall ensure that the Academy and EMU are named as additional insureds on each such policy. Such policies shall not be changed, revoked or modified absent thirty (30) days' notice to EMU. The Academy shall comply with the information and reporting requirements under the terms and conditions of each of the aforesaid policies of insurance. Contractor shall, upon request, present evidence to the Academy that it maintains the required insurance in compliance with the provisions of this Article.
- C. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

**ARTICLE XI**  
**WARRANTIES AND REPRESENTATIONS**

The Academy and Contractor each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and Contractor mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XII**  
**RECORDS AND OTHER PROPERTY OF THE ACADEMY**

## **Global Tech Academy**

Contractor acknowledges that all financial, educational and student records relating to the Academy are and shall remain property of the Academy, and that such may be subject to disclosure under Michigan's Freedom of Information Act. Contractor agrees to keep such records on location at the Academy and to permit, upon reasonable notice and at reasonable times, the Board or anyone appointed by the Board to inspect such records and obtain copies thereof. Throughout the term of this Agreement, Contractor shall be deemed a temporary custodian of these records, and shall be responsible for the safeguarding of said records, unless the Board provides otherwise. In the event of any termination of this Agreement, Contractor shall deliver said records to the Board or its agents within a reasonable time period. Contractor shall keep such records available to the public in accordance with the Code and other applicable law. Except as permitted under the Contract and applicable law, Contractor shall not restrict EMU's, the Academy's, or the public's access to the Academy's records.

The Contractor shall obligate each of its employees to sign an agreement pledging their obligation to keep confidential any and all records of the Academy, unless otherwise required by law. The Contractor shall further obligate each of its employees to acknowledge that all educational materials developed on behalf of the Academy during the term of this Agreement shall be the property of the Academy. Upon the reasonable request of the Board, the Contractor shall make available to the Board copies of all educational materials prepared by the Contractor or its employees in connection with the undertakings described herein.

### **ARTICLE XIII** **ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in southeastern Michigan as mutually agreed by the parties. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The arbitrator shall be required to issue a cause opinion as to the final decision. EMU shall be notified of said decision and, upon EMU's request, the cause opinion shall be made available to EMU. The cost of arbitration, not including attorney fees, shall be split by the parties. Each party shall pay its own attorney fees and costs of experts.

### **ARTICLE XIV** **INTERPRETATION**

The parties are entering into this Agreement to enable the Academy to carry out its obligations under the Code and the Contract in an efficient and economical manner.

## Global Tech Academy

Accordingly, this Agreement shall in all respects be subject to, and construed in accordance with, the Code and the Contract. In the event of any conflict between the provisions of this Agreement and the requirements of the Code or the Contract, the Code or the Contract, as the case may be, shall govern and shall be deemed to be incorporated by reference into this Agreement. The parties also acknowledge that the Academy has qualified for exemption for federal income taxation under Section 501(c)(3) of the Internal Revenue Code. Subject to the foregoing provisions of this Article XIV, this Agreement shall be interpreted in a manner that is consistent with the Academy's status as an exempt organization. Nothing in this Agreement shall be interpreted as delegating the Board's ultimate authority and responsibility with respect to the operation and management of the Academy to the Contractor.

### **ARTICLE XV** **MISCELLANEOUS**

- A. Sole Agreement; Severability.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Contractor. The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement.
- B. Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. Notice.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to Contractor:  
Global Educational Excellence  
2455 S Industrial Hwy, Suite A  
Ann Arbor, Michigan 48104

With a copy to:  
Eby, Conner,  
Smillie &  
Bourque, PLLC  
320 Miller Suite



## Global Tech Academy

190, Ann Arbor,  
MI 48103

If to Academy:  
Global Tech Academy  
2459 S. Industrial Hwy.  
Ann Arbor, MI 48104  
Attention: Board President

With a copy to:  
George P. Butler, III  
Dickinson Wright PLLC  
500 Woodward Ave, Suite 4000  
Detroit, Michigan 48226

- D. Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- E. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. This Agreement may not be amended except by a writing signed by both parties after submission to EMU in accordance with EMU's ESP Policies and the Contract's amendment process identified in the Contract's Terms and Conditions.
- F. Non-Waiver.** No failure of a party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- G. Assignment.** Subject to Section III, this Agreement shall not be assigned by either party without the prior written consent of the other party and without prior notification to EMU. Any assignable party shall be considered an educational service provider, as defined by EMU's ESP Policies. As such, any assignable party shall follow the requirements set forth in EMU's ESP Policies.
- Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- I. Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan.
- J. EMU Review.** This Agreement is subject to review and non-disapproval by EMU and shall not become effective until the Academy Board is notified in writing that EMU does not disapprove of this Agreement.

[signature page to follow]


**Global Tech Academy**

IN WITNESS WHEREOF, the parties have entered into this Service Agreement as of the date set forth above.

GLOBAL TECH ACADEMY

By:   
Paula Kauffman, President Board of Directors

GLOBAL EDUCATIONAL  
EXCELLENCE

By:   
Mohamad Issa, Director

Title	GTA New ESP -July 2023
File name	New GTA ESP Agreement (2023).docx
Document ID	22a34a86a12874c72bdb8e8ad69248a420be8973
Audit trail date format	MM / DD / YYYY
Status	● Signed

## Document History



**05 / 15 / 2023**  
21:08:20 UTC

Sent for signature to Paula Kauffman  
(paula.kauffman2@gmail.com) and Mohamad Issa  
(mohamad@gee-edu.com) from davillierh@gee-edu.com  
IP: 99.46.218.220



**05 / 16 / 2023**  
15:34:06 UTC

Viewed by Paula Kauffman (paula.kauffman2@gmail.com)  
IP: 68.61.233.105



**05 / 16 / 2023**  
15:34:51 UTC

Signed by Paula Kauffman (paula.kauffman2@gmail.com)  
IP: 68.61.233.105



**05 / 18 / 2023**  
13:23:36 UTC

Viewed by Mohamad Issa (mohamad@gee-edu.com)  
IP: 75.75.215.186



**05 / 18 / 2023**  
13:23:57 UTC

Signed by Mohamad Issa (mohamad@gee-edu.com)  
IP: 75.75.215.186



COMPLETED

**05 / 18 / 2023**  
13:23:57 UTC

The document has been completed.

**CONTRACT SCHEDULE 6**

**Physical Plant Description**

## **PHYSICAL PLANT DESCRIPTION**

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)(j); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the “Proposed Site”) of Global Tech Academy (“Academy”) is as follows:

Address: 1715 East Forest Ave., Ypsilanti Mi 48198

Description:

Proposed Physical Facility – Floor Plan

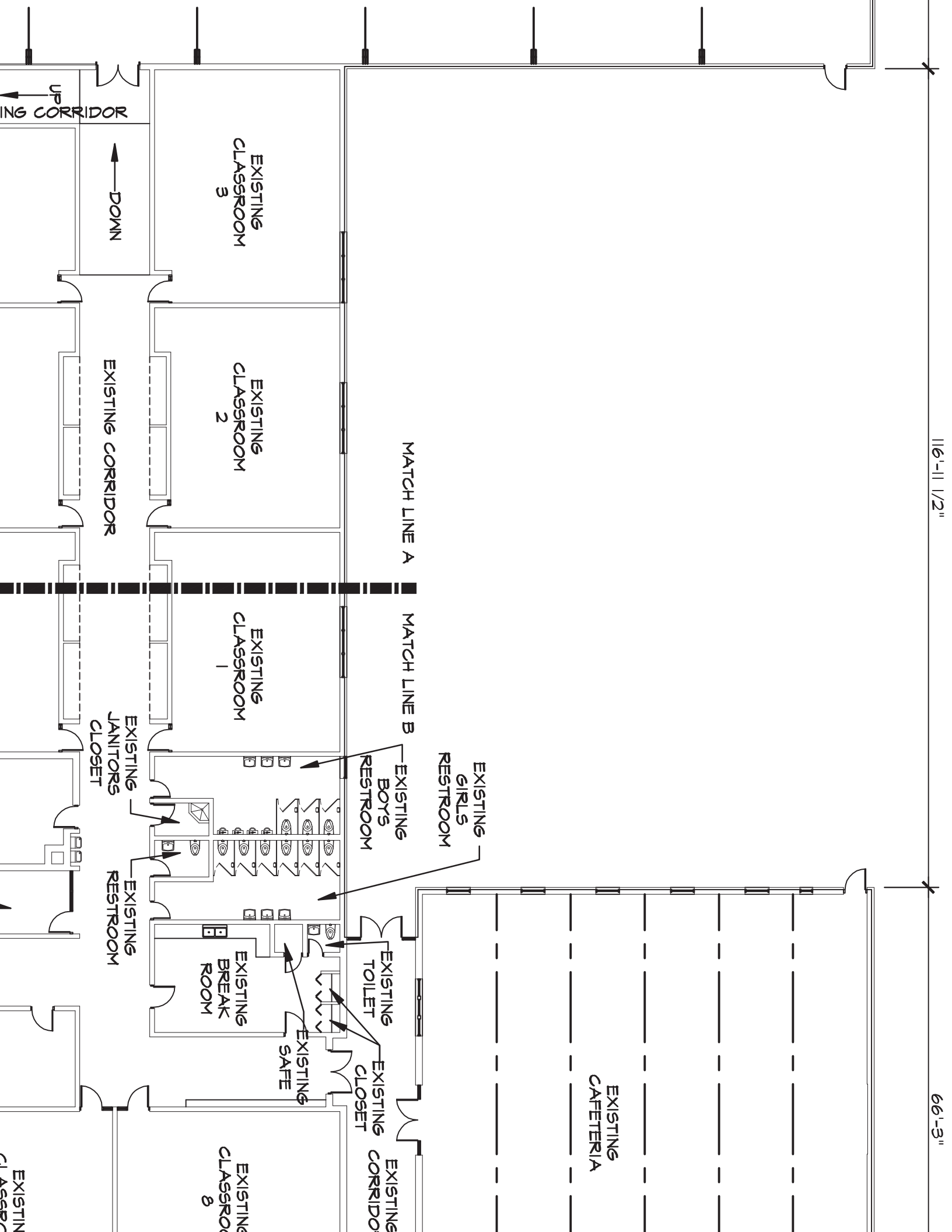
- See attached blue prints

### **Description of the Facility**

#### **Site Specifics**

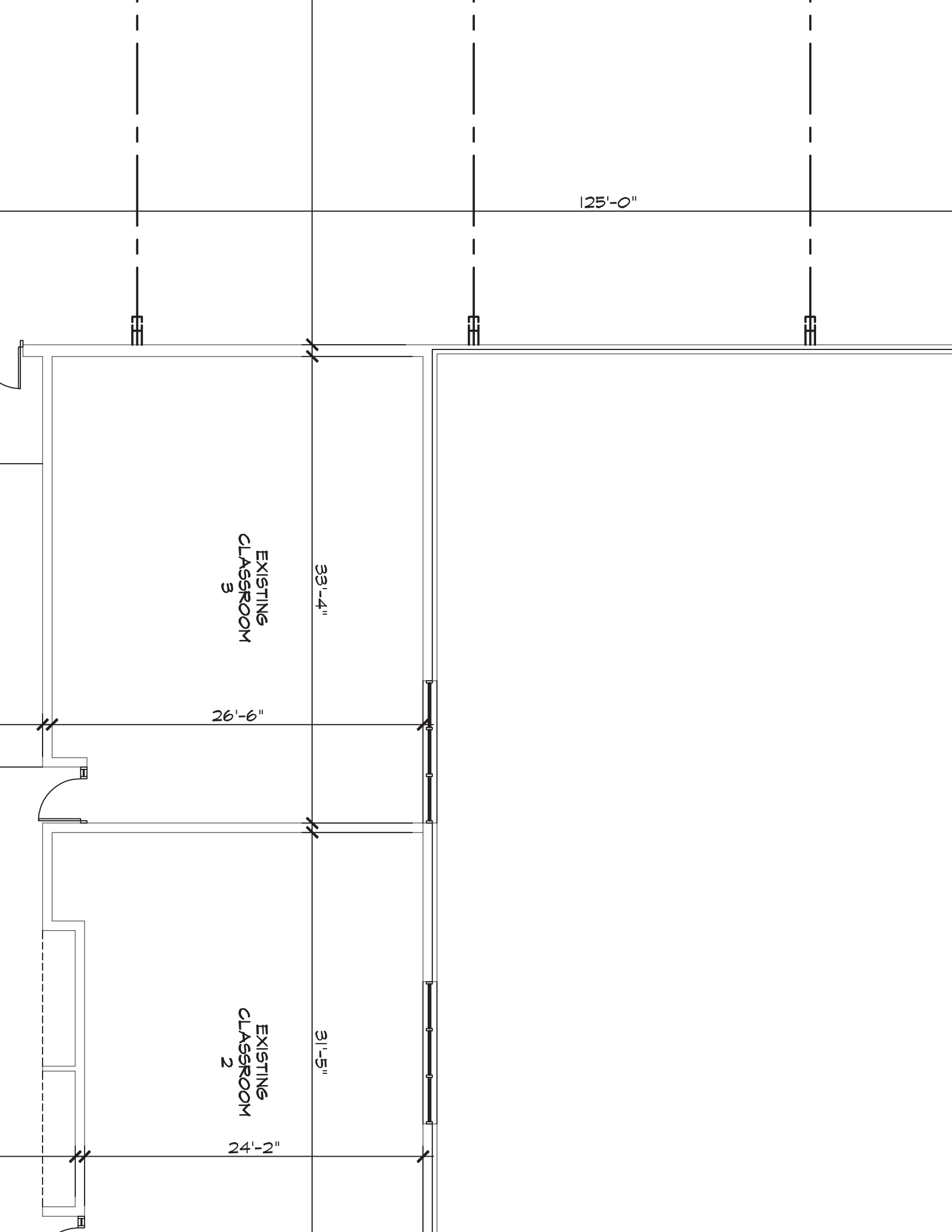
Fire, Health and Safety Approvals – The fire marshal and other entities will be contacted upon approval of the Phase Two Application. The building is currently licensed for child care and is in use currently as a child care center. Therefore it will be move in ready for fall 2013.

Term of Use: Term of Attached Lease



116'-11 1/2"

66'-3"





## **LEASE**

This Lease (hereinafter called the "Lease", entered into as of \_\_\_\_\_, by and between Michigan Creative Investments L.L.C., of 341 E. Huron, Ann Arbor, Michigan 48104 ("Lessor") and Global Tech Academy, of 1715 E. Forest Ave., Ypsilanti, MI 48198 ("Lessee," or the "Academy").

### **WITNESSETH:**

This Lease is entered into in reliance on and is subject to the performance, compliance with and observance by Lessor and Lessee of the following terms and conditions, all of which terms and conditions Lessor and Lessee hereby covenant and agree to faithfully perform, comply with and abide by:

#### **1. The Leased Premises:**

The Lessor hereby does let, demise and lease to Lessee the land and property and building (the "Leased Premises", and more particularly described in attached Exhibit A and depicted on the site plan attached Exhibit B.

#### **2. Occupancy:**

The Lessee is to have full and exclusive occupancy and the right to quiet enjoyment of the Leased Premises during the Lease Term (as hereinafter defined), free from all other tenancies.

#### **3. Utilities / Maintenance:**

(a) Utilities. Lessee shall pay to the utility providers, on or before the same become due or bear interest or penalties, all charges for gas, water, sewer, electricity and heating and all other utility services provided to the Leased Premises.

(b) Building Maintenance.

(i) Lessor's Responsibilities. Lessor, at its expense, shall be responsible for the structural repair, maintenance, and, if necessary, replacement of the exterior walls, interior load bearing walls and roof.

(ii) Lessee's Responsibilities. Lessee, at its expense, shall be responsible for all repair and maintenance of the building except as provided in paragraph 3(b)(i) above. Lessee's responsibilities shall include, but not be limited to repair, and if necessary, replacement of components of the HVAC, electrical and plumbing systems serving the Leased Premises.

(c) Outside Maintenance. Lessee shall, at its cost, maintain and repair the exterior areas of the Leased Premises, as necessary to keep the same in good order, condition and repair, including, without limitation, (i) mowing, watering and upkeep of lawns and planted and landscaped areas, (ii) sweeping, cleaning and removing snow and ice from the playground,

parking areas and service drives, (iii) repairing potholes, and repairing, replacing, re-marking and re-striping, and resealing the parking areas and service drives; and (iv) replacing bulbs and repairing and maintaining lighting during hours of darkness at times agreed between Lessor and Lessee. Lessee also shall perform routine maintenance on any playground or recreational equipment installed by Lessee. Lessor shall be responsible for the resurfacing of the parking area and service drives and the replacement of light poles or other capital equipment

#### 4. **Lease Term:**

The initial term of this Lease shall commence effective as of July 1, 2023 (the "**Commencement Date**") provided that the Lease is fully signed and Lessor has delivered exclusive possession of the Premises to Lessee, and shall run concurrent with the Contract and shall expire on the same date the Contract shall expire. Notwithstanding the foregoing, in the event that the Contract is terminated, suspended, revoked, or otherwise non-renewed for any reason, this Lease shall automatically terminate without further obligation or rights to either party hereunder.

The Academy may terminate the Lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the Lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions. Lessor shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Lessor from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

#### 5. **Use:**

The Leased Premises is to be used and occupied for the purposes of operating a school thereon and for general educational purposes, and all uses and purposes related thereto, including, without limitation, sporting and extracurricular events, concerts, plays, hobby and educational clubs, student and parent organizations and meetings, school board meetings and functions, and office, storage and maintenance uses and purposes related thereto. Lessee also may make the Leased Premises available for meetings and activities of community groups and organizations at times when the School is not in session.

No provision of this Lease shall interfere with the Lessee's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the school. The Lessee shall at all times continue, and nothing in this Lease shall prohibit, the Lessee Board from acting as an independent, self-governing public body, and the Lessee school shall make all board decisions in compliance with the Open Meetings Act.

## 6. **Compliance with Laws and Agreements:**

The parties recognize that Global Tech Academy is a public school academy chartered by Eastern Michigan University ("Eastern Michigan," or the "CSO") and, as such, is subject to part 6A of the Revised School Code (the "Code") and the Agreement between the Academy and Eastern Michigan dated as of July 1, 2023 (the "Contract").

Accordingly, in the event of any conflict between the terms and conditions of this Lease and the Code or the Contract, the Code or Contract, as the case may be, shall be controlling, and this Lease shall be deemed to be amended to the extent necessary to comply with the applicable requirements of the Code or the Contract; provided, however, that, except as provided herein, any capital or operating expenditure required in order to achieve such compliance shall be borne by the Lessee.

## 7. **Rent:**

(a) **Rent.** The Rent throughout the term of this Lease shall be eleven (11%) percent of the annual per pupil enrollment grant amount received by Global Tech. Rent payments shall be made by Lessee within 10 days after grant payments are received from the State of Michigan. Lessee represents that the first annual grant payment normally is received on or about October 20 of each academic year based on an enrollment census taken in September. Thereafter, payments are received on or about the 20<sup>th</sup> day of each month for the next 10 months. Monthly payments may be adjusted following a second student census taken in February of each academic year. At Lessor's request, Lessee will provide relevant information regarding Global Tech's student census and grant payments to Lessor.

(b) **Taxes.** Lessee shall pay as additional rent all property taxes assessed against the Leased Premises. Lessor shall promptly provide copies of all tax statements to Lessee and Lessee shall pay the amounts due prior to the date on which the taxes become delinquent. At Lessee's request, Lessor will protest any tax assessment which Lessee believes is excessive

(c) **Maximum Rent.** Lessor and Lessee believe that the rent payable by Lessee to Lessor under this Lease is, and will remain, equal to or less than the fair market rent for equivalent property; rent not to exceed \$9.00 per square foot. Nevertheless, the parties agree that in no event may the rent charged in any year exceed the fair market rent in that year. If the parties cannot agree on the amount of the fair market rent for any year, or if Eastern Michigan notifies the parties that, in its opinion, the rent provided in this Lease exceeds the fair market rent, the fair market rent shall be determined by an appraiser selected by agreement of the parties and the parties shall equally divide the fee charged by the appraiser.

(d) **Payment.** Unless otherwise agreed, all base rent and reimbursable expenses shall be paid by check mailed or delivered to Lessor at the address shown in Paragraph 18.

(e) **Security Deposit.** No security deposit has been held or shall be held by Lessor.

**8. Lessee's Obligations:**

The Lessee covenants and agrees to use and occupy the Leased Premises only for the purposes permitted under this Lease and in accordance with applicable laws and regulations.

**9. Lessor's Obligations:**

The Lessor covenants and agrees that:

(a) The Lessee, on payment of the Rent and other charges hereunder at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Lease Term aforesaid, free from molestation or hindrance by any person or entity.

(b) Lessor shall, at its cost, comply with any Laws which: (i) require structural or capital alterations, additions, improvements or repairs to the Leased Premises; or (ii) remedy any violation of or non-compliance with Laws by the Leased Premises as of the Commencement Date.

(c) Lessor shall agree to make all lease and physical plant records available to the Lessee and the Lessee's independent auditor and the Authorizer.

**10. Insurance:**

**(a) Lessee's Indemnification/Liability.**

(i) To the extent permitted under law and without waiving and governmental immunities, the Lessee agrees to defend, indemnify and hold harmless the Lessor from any claim, demand or liability for damages to any person or property arising as a result of the acts or omissions of Lessee, its agents, employees, contractors, subtenants, students, licensees or invitees, in, on, or about the Leased Premises from any cause whatsoever, other than damages arising from the negligent or intentional acts or omissions of Lessor, its agents, employees, contractors, tenants, licensees and invitees. Notwithstanding the above, this Lease shall not restrict the Lessee Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive, or not waive its governmental immunity.

(ii) The Lessee will procure and keep in effect during the Lease Term general commercial liability and property damage insurance issued by a company reasonably acceptable to Lessor, for benefit of the Lessor, covering the acts and omissions described in **Paragraph 10(a)(i)** above, which policy, at the Lessee's option, will be either: (i) a Two Million and no/100 Dollars (\$2,000,000.00), combined single limit policy, or (ii) in the amount of no less than Five Hundred Thousand and no/100 Dollars (\$500,000.00), for damages resulting to one person, One Million and no/100 Dollars (\$1,000,000.00) for

damages resulting from one casualty, and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage resulting from any one occurrence. Said policy shall name the Lessee and the Lessor as an additional named insured. Lessee shall deliver a Certificate of Insurance to the Lessor. Lessee shall provide Lessor with a certificate evidencing the existence and payment of premium for such insurance.

(b) **Lessor's Indemnification.** The Lessor agrees to defend, indemnify and hold harmless the Lessee from any claim, demand or liability for damages to any person or property arising as a result of the acts or omissions of Lessor, its agents, employees, contractors, subtenants, parishioners, licensees or invitees from any cause whatsoever, other than damages arising from the negligent or intentional acts or omissions of Lessee, its agents, employees, contractors, tenants, parishioners, licensees and invitees.

(c) **Fire.** During all times during the Lease Term, Lessee shall obtain and maintain a policy of insurance insuring the School Building and all other permanent improvements on the Leased Premises against damage or destruction by fire, tornado, ice or wind storm, smoke damage, vandalism, malicious mischief and such other risks as are customarily included in extended coverage endorsements in Washtenaw County, Michigan. Such insurance shall cover: (A) the Leased Premises in an amount equal to eighty percent (80%) of the replacement cost of the Leased Premises above the foundations, and (B) other improvements on the Leased Premises in an amount equal to one hundred percent (100%) of the replacement cost thereof excluding below ground structures and improvements. Lessor shall deliver a Certificate of Insurance to the Lessee.

(d) **Contents/Lessee Improvements.** Lessee shall be responsible for securing any insurance on contents and tenant improvements within the School Building or on the Land or for business interruption and Lessor shall have no liability with respect to any loss which might have been covered by such insurance. Lessee shall deliver a Certificate of Insurance to the Lessor.

#### 11. **Alterations:**

(a) **Alterations.** Subject to Paragraph 11(b) below, the Lessee may make no alterations, additions, or improvements to the Leased Premises without the Lessor's prior written consent; except that the Lessee may make interior, non-structural alterations and improvements without Lessor's consent. Lessor's consent shall not be unreasonably withheld or conditioned. Lessor shall respond with reasonably detailed comments to plans and specifications for any alterations, additions, or improvements (which require Lessor's consent) within ten (10) business days of the Lessor's receipt of notice thereof (given in accordance with **Paragraph 18**). If Lessee's notice states the deadline for response and the consequence for untimely response, then Lessor's failure to respond within such 10-day period shall be conclusively deemed Lessor's approval of such plans and specifications. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements.

All fixtures purchased with the Lessee's funds are owned by the Academy. All furnishings

and equipment which are not attached or affixed to the Leased Premises made or placed by Lessee upon the Leased Premises shall be the property of the Lessee and the Lessee shall be permitted to remove the same at the expiration of the term of this Lease.

(b) **Code Compliance.** If the Lessor procures equipment, materials and supplies at the request of or on behalf of Lessee, the Lessor shall follow applicable competitive bidding laws and the Lessor shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties (except that the Lessor may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses).

(c) **Cooperation.** Lessor shall cooperate with and assist Lessee to obtain all governmental and private permits, consents, approvals, licenses and certificates which may be necessary for Lessee to use the Leased Premises as a public school academy and related purposes and to make alterations, additions and improvements on or to the Leased Premises, including, without limitation, Lessor applying, in its own name, for such permits, consents, approvals, licenses and certificates.

## 12. **Eminent Domain:**

(a) In the event of a taking or condemnation of the entire Leased Premises during the term of this Lease by a proceeding in eminent domain, this Lease shall terminate on the date of vesting of title in such condemnation authority. If any portion (but less than all) of the Leased Premises or more than ten percent (10%) of the Land is taken or condemned by a proceeding in eminent domain, Lessee shall have the option to terminate this Lease by giving notice to Lessor at any time within thirty (30) days after such taking or condemnation.

(b) If Lessee does not terminate this Lease, the Lessor shall restore the Leased Premises as near as practicable to its condition immediately prior to such taking or condemnation. Lessor shall complete such restoration promptly and, in any event, within one hundred fifty (150) days of such damage or destruction, taking or condemnation, subject to delay due to reasons beyond the reasonable control of the Lessor (other than lack of funds). The obligation of the Lessee to pay the quarterly Rent and other charges under this Lease shall be abated during the time the Leased Premises is rendered untenable by such restoration and shall be partially abated during the time the Leased Premises is partially untenable by such restoration. Following completion of such restoration, the Rent shall be permanently reduced by a fraction, the numerator of which shall be the square footage of the Leased Premises which was taken or condemned and the denominator of which shall be the square footage of the Leased Premises immediately prior to such taking or condemnation.

(c) All awards payable as a result of the taking or condemnation of any portion of the Land shall be the sole property of Lessor, except that Lessee shall be entitled to any award made for the Lessee's relocation expenses or the loss of Lessee's property, improvements, revenues or business, if any.



13. **Assignment and Subletting:**

(a) Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld or conditioned. If Lessee's notice requesting such consent states the deadline for response and the consequence for untimely response, then Lessors failure to respond within thirty (30) days of Lessors receipt of such notice (given in accordance with **Paragraph 18**) shall be conclusively deemed Lessor's consent.

(b) The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the Leased Premises nor shall the collection of Rent by Lessor from any assignee, subtenant or other occupancy be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Lease on Lessee's part to be performed. Whether or not Lessor's consent shall be required or obtained, Lessee shall remain liable to Lessor for the payment and performance of all of the terms, conditions and covenants of this Lease.

14. **Default:**

Lessee shall be in default under this Lease upon the occurrence of any of the following events:

(a) Default in the payment of any required installment of Rent or other charges under this Lease if such default continues for ten (10) days after mailing of notice thereof by Lessor to Lessee, mailed in accordance with **Paragraph 18** of this Lease; or

(b) Default in the performance of any other covenant of Lessee under this lease if such default continues for thirty (30) days after mailing of notice thereof by Lessor to Lessee, mailed in accordance with **Paragraph 18** of this Lease (provided that if the default cannot reasonably be cured within 30 days, then Lessee shall not be in default if it commences to cure within such 30-day period and proceeds diligently and in good faith thereafter to cure such default and does cure such default within a reasonable time).

15. **Remedies:**

Upon the occurrence of any of the events of default described in **Paragraph 14** above, in addition to any other remedies which may be available to it, Lessor may, at its option, after providing to Lessee any notice required under Michigan law, do one or more of the following:

(a) Terminate this Lease; or

(b) Whether or not this Lease is terminated, take possession of the Leased Premises; or

(c) Re-enter into, repossess the Leased Premises, and remove and put out the Lessee and each and every occupant.

**16. Controlling Law; No Other Lease or Representation:**

This Lease shall be governed by the laws of the State of Michigan. There are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder.

**17. Non-Waiver Modifications:**

No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision of breach. The acceptance of part (but not all) of a Rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of Rent. The acceptance of all or part of a Rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder.

**18. Notices:**

Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Lessor or Lessee, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required hereunder:

**To the Lessor at:**

Michigan Creative Investments, L.L.C.  
Attn: Raed Issa  
341 E. Huron  
Ann Arbor, MI 48104

**To the Lessee at:**

Global Tech Academy  
Attn: Board President  
1715 E. Forest Ave.  
Ypsilanti, MI 48198



**19. Surrender:**

The Lessee shall return the Leased Premises, together with all alterations, additions, or improvements thereto, peaceably and promptly to the Lessor at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear, damage by fire or other casualty or condemnation, and damage caused by Lessor's failure to maintain and repair the Land and School Building as herein required.

**20. Casualty Restoration: Option to Terminate:**

(a) If the Leased Premises shall become wholly untenable through damage or destruction, then this Lease shall, at Lessee's election, terminate as of the date of such damage or destruction. If the Leased Premises shall become partially untenable through damage or destruction to the extent of twenty-five percent (25%) or more of Lessee's premises in the School Building, then Lessee shall have the option of canceling this Lease by giving notice to Lessor at any time within thirty (30) days after such damage or destruction (given in accordance with **Paragraph 18**). If Lessee does not terminate this Lease, the Lessor shall restore the School Building and permanent improvements on the Land covered by insurance. The obligation of the Lessee to pay the Rent (but not other charges) under this Lease shall be abated during the time the School Building is being restored in the percentage in which the School Building is untenable.

(b) In case the Leased Premises and/or the entrances, passageways, hallways and/or lavatories shall be sufficiently damaged so as to unreasonably impede Lessee's use of the Leased Premises for a period likely to exceed sixty (60) days, Lessee may, at its option, terminate this Lease forthwith by written notice to the Lessor, in which event any advance Rents and other charges forthwith upon Lessee's surrendering the Leased Premises shall be repaid to Lessee.

**21. Successors and Assigns:**

This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

**22. No Representations:**

Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the Leased Premises. This Lease is not made in reliance upon any representation whatsoever.

**23. Hold Over:**

It is hereby agreed that in the event the Lessee herein holds over after the

termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous Lease will remain the same, except that the Rent amount shall be increased to 150% of the previous Rent amount.

**24. Headings:**

The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provisions of this Lease.

**25. Lessor's Warranties:**

(a) As of the Commencement Date, Lessor warrants and represents to Lessee that, as of the date hereof: (i) Lessor is the owner of the Leased Premises and has no actual knowledge of any restriction or encumbrance which would prevent or hinder the use of the Leased Premises as a public school academy; (ii) Lessor has not received written notice of any violation by the Leased Premises of any code, ordinance, statute, law, rule or regulation, including, without limitation, those relating to environmental and occupational safety; and (iii) Lessor has not received written notice of any release, discharge, spill, generation from or onto or transportation from the Land or the School Building of any hazardous or toxic substance or material, petrochemical, PCBs, asbestos or asbestos-containing materials, or any other material, substance or waste regulated under the federal Toxic Substance Control Act or the federal Resource Conservation and Recovery Act, as amended, or the rules and regulations promulgated thereunder, except for asbestos which may be contained in floor and ceiling tile and floor and roof mastics of the School Building. If Lessor breaches any of the foregoing representations or warranties, then, in addition to any other rights or remedies which Lessee may have under this Lease or at law or equity, Lessee may immediately terminate this Lease. If this Lease is not terminated, Lessor shall perform any remediation or clean up related to such breached representation or warranty which may be required under Law. Such remediation shall be performed promptly in accordance with a remediation plan approved by Lessee.

(b) The Lessee has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Academy occupying the site. Such liabilities shall be the sole responsibility of Lessor.

**26. Conditions:**

In the event Lessee's Contract is not renewed or is terminated for any reason, Lessee may terminate this Lease on 90 days written notice to Lessor.

**27. Amendments:**

No modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced. Any amendments to the Lease must be reviewed by the CSO before execution, however, for certain types of non-substantive amendments to the Lease, the CSO Director

may decide to waive in writing the Authorizer Leasing Policies.

**28. Arbitration:**

In the event of any disputes arising under or related to this Agreement and any transactions between the parties, including, but not limited to, disputes arising under Paragraphs 3(d) and 10(c)(ii), the parties will attempt to resolve the dispute by good faith negotiations between the appropriate officers of each party. If such negotiations are unsuccessful, either party may submit the dispute to arbitration under the Commercial Arbitration Rules of the American Arbitration Association as then in effect. Unless otherwise agreed, arbitration proceedings shall be held in the offices of the American Arbitration Association in Southfield, Michigan. The arbitrator(s) shall have authority to grant equitable relief, if appropriate, and may award costs, including reasonable legal fees, to the prevailing party. Any arbitrator or arbitration panel must provide a cause opinion (written explanation) as to the final decision and such written decision shall be made available to the Authorizer upon request. Judgment may be granted upon the award of the arbitrator(s) by any court having jurisdiction.

[signature page to follow]

WHEREAS, the parties hereby execute this Lease as of the day and year first written above.


**LESSOR:**

**Michigan Creative Investments L.L.C.**

By:   
Raed Issa, President







**LESSEE:**

**Global Tech Academy**

  
By: \_\_\_\_\_  
Board President

Title	Global Tech Revised Lease Reauthorization 5-22-23
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## Document History

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**CONTRACT SCHEDULE 7**

**Required Information for Public School Academy**

## **SCHEDULE 7**

### **REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

**Required Information for Public School Academy.** This Schedule contains information required by the Code. Every public school academy contract shall include the information contained in this Schedule 7.

- Section a.     **Governance Structure**
- Section b.     **Educational Goals**
- Section c.     **Educational Programs**
- Section d.     **Curriculum**
- Section e.     **Method of Pupil Assessment**
- Section f.     **Application and Enrollment of Students**
- Section g.     **School Calendar and School Day Schedule**
- Section h.     **Age and/or Grade Range of Pupils**

**SECTION a**  
**Governance Structure**



## **GOVERNANCE STRUCTURE**

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the University Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy Board.

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Eastern Michigan University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University Board. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.

Pursuant to applicable law and the Terms and Conditions of this Contract, including Article III Section 3.6, the Academy Board may employ or contract for personnel according to the position information outlined in Schedule 5. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Eastern Michigan University Charter Schools Office.

**SECTION b**  
**Educational Goals**

## **Educational Goals – Section 7b**

In accordance with the applicable law and the charter contract Terms and Conditions, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress towards the achievement of the educational goals identified in this Section. Additionally, the Academy is expected to meet the State of Michigan's accreditation standards pursuant to state and federal law.

### **Measure 1: Performance on State of Michigan's standardized assessment(s)**

- The Academy will demonstrate improved pupil academic achievement for all grades and groups of pupils as assessed on the Michigan standardized assessments.

### **Measure 2: Student Growth**

- Year over year academic growth for each grade tested will reflect a Median Growth Percentile of 50 or higher. Students enrolled at the Academy are expected to grow equal to or greater than 50 percent of their academic peers.

### **Measure 3: Student Achievement**

- The Academy will demonstrate improved academic achievement for all grades and groups of pupils towards meeting/exceeding grade level proficiency targets (50<sup>th</sup> percentile for achievement) as set by the normative computer adaptive assessment required by the Authorizer.
- Students enrolled for three or more years will on average meet/exceed grade level proficiency targets as noted by the normative assessment required by the Authorizer.

**SECTION c**  
**Educational Programs**



GLOBAL TECH ACADEMY  
GLOBAL EDUCATIONAL EXCELLENCE

*Transforming educational communities by fostering academic excellence,  
positive character and appreciation of cultures.*

**K-8 EDUCATION PLAN**  
**2022-2023**

2455 S. Industrial Hwy. Ann Arbor, MI 48104  
P: (734) 369-9500 F: (734) 369-9499  
[www.gee-edu.com](http://www.gee-edu.com)

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## **Mission**

The Academy's mission is to promote lifelong learning by nurturing academic excellence, positive character and an appreciation of cultures.

## **Beliefs**

- All students are entitled to reach their highest potential and must be encouraged to strive for excellence through a meaningful educational experience.
- Academic work must be challenging for all students, taking them above and beyond state standards and tapping into their diverse learning styles.
- The Academy should provide an environment where students are comfortable with their unique heritage regardless of their ethnicity, religion, race or background.
- Learning is enhanced by diversity and the Academy must promote multicultural awareness.
- To be effective, the Academy must provide a safe, orderly and positive learning environment.
- Parents are partners in the learning process and educational success is most often achieved when parents seize opportunities for involvement and support.
- The Academy and community should be in a partnership that shares the responsibility of educating its citizens.
- Learning is a lifelong process.

## INTRODUCTION

The Michigan Academic Standards (MAS) were used to guide the research, development and ultimate adoption of grade level curriculum across disciplines as well as a framework used by all GEE academies for prescribing instructional resources, methods and progressions.

Michigan adopted the [Common Core State Standards](#) (CCSS) for [Mathematics](#) and [English Language Arts](#) (ELA) in June, 2010. All GEE academies have adopted guaranteed and viable curriculum resources. That is, adopted curriculum resources covering all grade level standards, and there is adequate time created within Academy master schedules each day to implement the curriculum with fidelity. In addition to ELA and Math, all GEE academies have adopted guaranteed and viable curriculum resources for [Science](#) (NGSS), [Social Studies](#) (C3s) and Arabic.

## MODEL OF CONTINUOUS IMPROVEMENT

GEE's Model of Continuous Improvement requires teams of teachers and administrators to examine student performance data, to design and implement instruction and monitor results. The curriculum review process uses a parallel process of continuous improvement that includes the examination of curriculum, driven by student results over time, to determine what students should know, be able to do and understand, when content should be taught, and when and how student mastery will be assessed.

Curriculum development and renewal is a dynamic and continuous process in which the Curriculum and Instruction team plans with a content committee representing teachers, instructional coaches, administrators, curriculum directors and academic coordinators. The team evaluates the educational programs in a systematic and data-driven way. This process helps ensure that the curricula expectations for the academy are rigorous, relevant and transparent. In addition, it guarantees that the curriculum is aligned with state and national standards. The [GEE Curriculum Review and Renewal Plan](#) outlines the process.

## 21ST CENTURY SKILLS

21st century skills refers to a broad set of knowledge, skills, work habits, and character traits that are believed—by educators, school reformers, college professors, employers, and others—to be critically important to success in today's world, particularly in collegiate programs and contemporary careers and workplaces. Generally speaking, 21st century skills can be applied in all academic subject areas, and in all educational, career, and civic settings throughout a student's life.

The following list provides a brief illustrative overview of the knowledge, skills, work habits, and character traits commonly associated with 21st century skills, which are woven throughout the fabric of all GEE core curriculum, at all grade levels::

- Critical thinking, problem solving, reasoning, analysis, interpretation, synthesizing information
- Research skills and practices, interrogative questioning
- Creativity, artistry, curiosity, imagination, innovation, personal expression
- Perseverance, self-direction, planning, self-discipline, adaptability, initiative
- Oral and written communication, public speaking and presenting, listening
- Leadership, teamwork, collaboration, cooperation, facility in using virtual workspaces
- Information and communication technology (ICT) literacy, media and internet literacy, data interpretation and analysis, computer programming
- Civic, ethical, and social-justice literacy
- Economic and financial literacy, entrepreneurialism
- Global awareness, multicultural literacy, humanitarianism



- Scientific literacy and reasoning, the scientific method
- Environmental and conservation literacy, ecosystems understanding
- Health and wellness literacy, including nutrition, diet, exercise, and public health and safety

#### **MULTI-TIERED INSTRUCTIONAL FRAMEWORK**

The Multi-Tiered System of Supports (MTSS) model is predicated on the notion that all students can make adequate growth and that core programs should meet the needs of at least 80% of the student population. If this is not the case, the team needs to strategize to close the gap toward grade level expectations. This means the School-wide MTSS team must evaluate the curriculums for implementation with fidelity, course assignments/schedules, time on task, classroom data and classroom climate. The team then engages in difficult yet productive conversations about whether the implementation of the curriculum is meeting the needs of 80% of all students, and plan prevention making sure that all students have access to high-quality developmentally appropriate tasks and intervention activities that target areas which data analysis suggests need attention (e.g., professional development, re-teaching of foundational skills, consistently re-emphasizing school rules and expectations, etc.).

The district academic and behavioral program is a multi-tiered plan, which includes three tiers of support designed to meet the instructional and behavioral needs of all children. Each level targets a specific group of learners, is supported by evidence-based instructional materials, provides differentiated instruction and routine monitoring of progress. Instructional decisions regarding level of services are based on student performance outcomes on the MTSS Screener and class assessments. To access the GEE MTSS Handbook, [click here](#).

#### **CHAMPS**

The [CHAMPS](#) program, a classroom management system that encourages students to be motivated, engaged, and responsible, outlines expected behavior for students in each activity throughout the daily schedule. The acronym CHAMPS describes C-Conversation (Voice Level), H-Help (What to do if you need help), A-Activity (What tasks the students should be doing), M-Movement (What is the level of movement required), P-Participation (How can teacher tell if they are participating in the activity), and S-Success (If teacher can tell that students are meeting these expectations then they achieve success). Teachers review the CHAMPS expectations for each activity throughout the school day to ensure that students are clear on what the teacher expects of them.

#### **SIOP**

Sheltered Instruction Observation Protocol (SIOP) is a research-based method of instruction targeted toward meeting the academic needs of English Learners (ELs). SIOP is an instructional model that contains [8 components and 30 features](#) used to ensure ELs have their content and language needs met in mainstream classrooms.

#### **INSTRUCTIONAL COACHES**

The K-8 GEE instructional coach team is composed of educational leaders who train teachers and provide resources, feedback, modeling (“I do,” “We do,” “You do”), and professional development to help schools meet instructional goals and school improvement goals. All GEE core teachers, across all GEE academies and grade, have an instructional coach whose responsibilities include, but are not limited to:

- Providing full-time, on-site, job-embedded professional development for classroom teachers.
- Providing awareness sessions at each school so that all staff members are informed of the Coach Program
- Collaborating with teachers to analyze student assessment data including achievement tests,

- classroom assessments, and student work samples through the data teams and MTSS teams
- Assisting in the establishment of building goals, strategies, and action steps, based on data analysis and work with staff.
- Documenting work performed, maintaining schedules, collecting data, and completing all other program requirements.
- Implementing GEE instruction and assessment strategies as presented in the PD sessions.
- Providing professional development for teachers through pre- and post-lesson conference sessions, team teaching, analysis of student work and assessment data, and discussion of researched-based practices.
- Assisting teachers in learning content, pedagogy, and assessment strategies to improve student learning and achievement.
- Attending all professional development sessions in their entirety each month.
- Honoring confidentiality of teacher and student data, documents, and communication.
- Informing teachers and Principal at least 24 hours before a change in schedule if possible.
- Providing awareness and facilitating attendance at professional development.

## MOODLE

All GEE academies use Moodle as their universal Learning Management System (LMS). Instructional coaches and principals need only learn and support one LMS. Master Moodle courses have been created by a GEE teacher team of master Moodle course creators. Over 10,000 daily Moodle lessons have been created for each core subject at each grade K-8. Master Moodle courses are available to all teachers, paraprofessionals and substitutes. All GEE teachers are expected to begin their lesson planning using their grade/subject(s) master Moodle lessons and then modify/differentiate in accordance with their students' unique learning needs.

## CURRICULUM RESOURCES

Curriculum Resource	Online/Print	Grade Levels
<b>English Language Arts</b>		
Benchmark Advance	Online/Print	K-5
Lexia Core 5	Online	K-5
Heggerty	Online/Print	K-8
Lexia Power Up	Online	6-8
SpringBoard	Online/Print	6-8
<b>Mathematics</b>		
Bridges in Mathematics	Online/Print	K-5
Dreambox	Online	K-8
Agile Mind	Online/Print	6-8
<b>Science</b>		
TCI	Online/Print	K-5
PBI Science	Online/Print	6-8
<b>Social Studies</b>		
RESA	Online/Print	K-5

Pearson myWorld Interactive	Online/Print	6-8
<b>English Language Learner</b>		
Get Ready!	Online/Print	K-8
Reach Higher		6-8
<b>Arabic</b>		
GEE Arabic Curriculum	Online/Print	K-8
<b>Art</b>		
GEE Art Curriculum	Online/Print	K-8
<b>PE/Health</b>		
Michigan Model for Health	Online	K-8

## CORE CURRICULUM GRADES K-8

### K-5 ENGLISH LANGUAGE ARTS

#### Benchmark Advanced

Benchmark Literacy program is a comprehensive, research-proven program that empowers both experienced and beginning teachers with best-practice tools for vertically aligned K-5 reading, writing, speaking, listening and language instruction:

- Pre-, ongoing, and post-assessment
- Gradual-release mini-lessons with built-in choice
- High-quality informational, narrative, and opinion/argument texts
- Complex texts for close reading applying text-dependent strategies
- Differentiated support for English learners and special needs students
- Customized professional development services
- State-of-the-art interactive technology
- Builds foundational skills—such as phonics, word study and fluency—to produce proficient readers
- Scaffolds ALL students to access complex informational and literary texts during whole- group lessons
- Guides students to use text evidence in close reading
- Provides opportunities for students to develop collaborative conversations
- Develops writers by teaching writing process and writing to sources

#### Lexia Core 5

Lexia Reading Core5 provides a personalized, data-driven approach through a system of student-driven learning online, and targeted instruction by a teacher or paraprofessional. It empowers students of all abilities in grades pre-K-5 to build their fundamental literacy skills through technology and direct instruction.

Lexia Reading Core5 covers the six areas of reading instruction (phonological awareness, phonics, structural analysis, automaticity, vocabulary and comprehension), including activities focused on academic vocabulary through structural analysis. This begins with oral language and listening comprehension, building to reading comprehension. The program aligns to rigorous reading standards, including the Common Core State Standards.

### Heggerty K-5

Heggerty Phonemic Awareness lessons supplement the Benchmark Advance curriculum. Lessons are taught consistently each day with explicit teacher modeling and scaffolded support, so teachers see improvement in students' reading, spelling, and writing, as the students learn to hear the sounds in words.

Heggerty lessons cover all consonants, short vowels, digraphs, blends, vowel words and rime patterns. In addition, lessons cover long vowels, R-controlled vowels, special vowel sounds, multisyllabic words and include decoding and increased complexity of words and tasks for multiple skills.

Heggerty Phonemic Awareness also includes systematic phonemic awareness intervention lessons for students during remediation block time. These lessons are used in small groups or with individual students who struggle to decode words automatically.

## **6-8 ENGLISH LANGUAGE ARTS**

### SpringBoard

SpringBoard is the CollegeBoard's comprehensive instructional program in ELA and English language development for all students in 6<sup>th</sup> through 8<sup>th</sup> grades. The program has been specifically developed for students and educators and aligns with college readiness standards. SpringBoard is carefully scaffolded, vertically aligned and the program is designed to build English language skills and content knowledge for all learners. SpringBoard integrates:

- High-quality instructional materials in print and digital formats;
- Formative and summative assessments that drive instruction;
- Using the Understanding by Design model, each unit includes activities that build skills and knowledge along with Advanced Placement (AP) and college readiness connections, suggestions for independent reading or work, and comprehensive resources.
- Meaningful, purposeful assessments that inform and guide instruction and activities and ask students to demonstrate the mastery needed for success on high-stakes tests.
- Deep research foundation using strategies and models developed by leading curriculum innovators and practitioners.
- Deliberate, scaffolded instructional design.
- In the ELA/ELD programs, reading content provides a variety of texts, balancing contemporary and canonical works worthy of close reading to build skills in critical thinking and writing based on textual evidence.

The program is built on the same rigorous strategies and skills found in AP classes—critical thinking, problem solving and deep contextual understanding. SpringBoard makes rigorous standards accessible to all students and helps to prepare students for success in postsecondary opportunities.

### Lexia Power Up

Lexia PowerUp Literacy is designed to help students in grades 6 and above become proficient readers and confident learners. PowerUp helps educators simultaneously address gaps in fundamental literacy skills while helping students build the higher-order skills they need to comprehend, analyze, evaluate, and compare increasingly complex literary and informational texts. Blending online student-driven explicit instruction with offline teacher-delivered lessons and activities, Lexia PowerUp empowers secondary teachers to:

- Address the instructional needs of a wide range of reader profiles
- Engage, challenge, and motivate students to take ownership of their learning

- Help students develop the skills they need to succeed in content-area classes

## **K-5 MATH**

### Bridges in Mathematics

The elementary Bridges in Mathematics program lays the groundwork for mathematical literacy at an early age. The students are introduced to strands in algebra, data and probability, geometry, measurement, numeration, patterns and functions. The instruction is structured to provide multiple exposures to topics and frequent opportunities to review and practice skills.

*Bridges in Mathematics* is a comprehensive K–5 curriculum that equips teachers to fully implement the MAS for mathematics in a manner that is rigorous, coherent, engaging and accessible to all learners.

The curriculum focuses on developing students’ deep understandings of mathematical concepts, proficiency with key skills and ability to solve complex and novel problems. *Bridges* blends direct instruction, structured investigation and open exploration. It taps into the intelligence and strengths of all students by presenting material that is as linguistically, visually and kinesthetically rich as it is mathematically powerful.

## **6-8 MATH**

### AgileMind

The secondary AgileMind mathematics program prepares students for life after high school, in college and in the career world, by demonstrating the many applications of mathematics. Students apply mathematical reasoning skills to other subject areas and solve real-world problems. The mathematics program at the Academy helps students develop a large mathematical vocabulary and enhances the ability to express mathematical ideas.

With rigorous support for teachers and real-world contexts that help students understand new ideas, the AgileMind program deepens students’ understanding of foundational concepts for success in higher level mathematics.

Middle school mathematics programs for grades 6, 7, and 8 provide powerful foundations in ratios, proportionality, and algebraic and geometric thinking. Students use graphing technology, manipulatives, and other mathematical tools to develop conceptual understanding as they tackle and solve interesting problems.

Throughout our programs, students will:

- Strengthen their understanding of key mathematical operations and use equivalent fractions as a basis for understanding ratios and proportional reasoning
- Begin formal work with expressions and equations as they use variables to represent relationships and solve problems
- Develop their understanding of variables from two perspectives—as placeholders for specific values and as sets of values represented in algebraic relationships
- Gain fluency with geometric concepts, such as area, surface area, and volume

## **DREAMBOX**

DreamBox is a supplemental K-8 digital math program designed to complement both Bridges and AgileMind. The DreamBox platform combines a rigorous, research-based, pedagogically sound curriculum aligned to the Common Core and state standards with a highly motivating learning environment. Gaming fundamentals are leveraged to motivate students to persist and progress, which

leads to increased understanding and achievement. The Intelligent Adaptive Learning technology tracks each student interaction and evaluates the strategies used to solve problems. It then immediately adjusts the lesson and the level of difficulty, scaffolding, sequencing, number of hints, and pacing as appropriate. This allows students, whether struggling, at grade level, or advanced, to progress at a pace that best benefits them and deepen conceptual understanding.

## **K-5 SOCIAL STUDIES**

### Savvas

*Savvas's myWorld* Social Studies for Grades K-5 engages students through storytelling, literacy instruction, and flexible resources. Stories from our world engage students and help develop thoughtful, literate citizens. Lessons apply inquiry processes, practice reading and writing, and involve collaboration and communication skills. Blended learning experiences include an interactive Student Worktext and digital courseware. The program teaches the story of our democratic ideals, communities, and people. With myWorld Social Studies, students read and write during every lesson; practice active reading; build academic vocabulary; write for an audience; and carry social studies across disciplines. The program integrates songs and videos, digital eText, hands-on activities, and digital game-like practice, making learning experiential.

## **6-8 SOCIAL STUDIES**

### Savvas

*Savvas's myWorld Interactive* series for grades 6-8 inspires students to develop global competencies for active, informed citizenship. The series emphasizes project-based learning to explore the world's places, systems, and cultures. The programs include strong ELA/literacy connections and multiple teaching options. Lessons promote critical thinking, problem solving, evidence-based reasoning, and communications skills. *myWorld Interactive* is the student-centered curriculum that helps implement the MAS and the College, Career, and Civic Life (C3) Framework for Social Studies to create active, responsible citizens who can make a difference.

## **K-8 SCIENCE**

### Amplify

Amplify science is a phenomena-based science curriculum that blends hands-on investigations, literacy-rich activities, and interactive digital tools to empower students to think, read, write, and argue like real scientists and engineers.

## **WORLD LANGUAGES**

### Spanish Language

The Academy has developed a comprehensive kindergarten through eighth grade standards-based Spanish curriculum focused on Michigan's 5 Cs (i.e. Communication, Cultures, Connections, Comparisons and Communities). The Spanish language courses provide students with the tools necessary to communicate in real-life situations, to enhance cultural awareness and to inspire lifelong learning in a global society.

Spanish is offered to all students on a daily basis. Proficiency levels are based on American Council of the Foreign Languages' ("ACTFL") pyramid beginning with novice (e.g., low, mid and high), continuing on to intermediate (e.g., low, mid and high) and ending with pre-advanced (e.g., low, mid and high).

Spanish language skills are developed sequentially and progressively from letters to words, phrases, sentences, paragraphs and final essay compositions. Unit assessments are teacher-made assessments and

used with every unit. Furthermore, two proficiency assessments are given to measure annual progress in listening, reading and writing language skills.

The Spanish language curriculum:

1. Provides assessment goals at each proficiency level aligned with national and state standards.
2. Provides a progression of communicative functions in the target language.
3. Recommends opportunities for authentic practice in communication.
4. Provides resources on a variety of cultural topics.
5. Promotes divergent and critical thinking.
6. Identifies cross-curricular activities.
7. Supports academic achievement in other disciplines.
8. Reinforces skills in the students' first language (reading comprehension, grammar/mechanics and writing/speaking).
9. Promotes awareness of a diverse multicultural society.
10. Provides opportunities for interpersonal interaction using the target language with native speakers.
11. Prepares the students to be global citizens by broadening the students' understanding of the world.

#### **ENGLISH LEARNERS**

##### Vista Higher Learning

Get Ready! is a comprehensive K-8 EL program for newcomer and beginning-level proficiency students. The curriculum is built on specialized knowledge necessary for working with culturally and linguistically diverse learners, the assets they bring into the classroom, and the academic challenges they face. This multi-level program engages students with age-appropriate, motivating communicative presentations, as well as literary and informational lessons.

##### Nat.Geo.-Cengage

##### **Reach Higher & Lift**

National Geographic and Cengage's Reach Higher and Lift guide students to learn English, learn about the world, and learn about themselves through authentic content with a global perspective. Students develop the academic language skills and content knowledge they need to get an education in English. The cross-curricular, six-level program showcases original fiction, science, and social studies content to develop English literacy skills. Academic skill-building with phonics support develops students' understanding of different cultures while fostering independent learning. Read on Your Own phonics readers use fiction and non-fiction texts to reinforce the phonics and high-frequency words in Reach Higher through science and social studies content.

#### **ONLINE CURRICULUM RESOURCES**

Subject	Grade	Resource	Use/Need addressed
ELA	K-5	Jen Jones Hello Literacy	Guided Reading video series
All	K-8	Khan Academy	
ELA	K-5	Florida Center for Reading Research	Literacy instruction and assessment resources
ELA	K-5	Markers and Minions	More practice
Math	6-8	Desmos	Online Graphing



Technology	K-8	Dance Mat Typing	Typing
ELA	K-8	ReadWorks	Extra text aligned to subject/standard with differentiated text
Intervention SPED	K-5	Words Their Way	Sorts for lowest foundational reading skills
Math	6-8	KutaSoftware	Additional Skill Practice
Science	6-8	PhET	Science simulations
ELA	K-8	NewsELA	Supplement to SpringBoard Zinc
ELA	K-5	Epic	More independent reading books
Math	K-8	Illuminations	Online math games
Math	6-8	GeoGebra	Online Constructions and Explorations
All	K-8	SchoolTube	Video sharing platform, specifically designed for students and educators
All	K-8	Youtube for teachers	Tips and tricks for bringing YouTube into the classroom, as well as over 400 video playlists aligned with the Common Core
All	K-8	Edutopia	Evidence and practitioner-based learning strategies that empower you to improve K-12 education.
All	K-8	Discovery Education	Students will be empowered by exciting new ways to explore, share, and collaborate with an ocean of curated, multimodal content. Teachers can differentiate their instruction to meet the needs of all learners across grade levels with research-based strategies, helping them make the most of their lessons.
Math Science	K-8	Study Jams!	Introduce and reinforce more than 200 math and science topics with videos, slideshows, step-by-step tutorials, and other activities
Math	6-8	Deltamath.com	Extra practice with models and explanations
All	K-8	Scholastic news	Real-world applications for all subjects
Sci./S.S.	K-8	National Geographic	
Art Culture	K-8	Google Arts & Culture	Online platform through which the public can view high-resolution images and videos of artworks and cultural artifacts from partner cultural organizations throughout the world. Teachers provide individualized, real-time feedback and grading with an array of tools—directly on the canvas, in the help center or with pointed stickers.

#### E-LEARNING TOOLS/APPLICATIONS

e-Learning Tool/Application	Use/Need addressed
Classkick	Shows teachers in real-time exactly what students are doing on their computers and who needs help so they can provide instant feedback.



Class Dojo	Communication platform that teachers, students, and families use every day to build close-knit communities by sharing what's being learned in the classroom home through photos, videos, and messages
Peardeck	Pear Deck is a digital tool that allows teachers more in-depth and graphic control when using Google Slides
Learning A-Z	Suite of literacy applications with: leveled and interactive e-books; personalized differentiated reading instruction and practice; and assessment
Quill	Web-based tool that provides personalized, interactive writing and grammar activities
Flipgrid	A video tool that allows teachers to post "Topics" that are essentially videos with some accompanying text. This is then shared with students, who can be prompted to respond
Seesaw	A digital app-based platform that allows students, teachers, and parents or guardians to complete and share classroom work.
Loom	Loom is a <b>screen recording tool</b> that lets users record audio, video, browser windows, or entire screens

### DOMESTIC EXTRA-CURRICULAR ACTIVITIES

Co-curricular and the extra-curricular programs are integral parts of the Academy and provide a rich variety of activities for children to participate in after the academic program has finished, and during school hours. Sports, clubs, and activities are encouraged to enhance the personal, social, and physical skills of students as well as to support students as they explore various global cultures and strengthen their cognitive skills. Based on student interest, some of the offerings may include soccer, science, special art workshops, speech and debate teams, personality development classes, Foreign Language as well as other sports based on student and parent interest. Current Global Educational Excellence co- and extra-curricular activities in its United States academies include: Art, Honor Society, National Honor Society, Robotics, Environmental Awareness, Student Council, Peer Mediation and numerous athletic opportunities, both inter- and intra-scholastic. Some activities are held weekly while others are offered periodically or as community resources and opportunities present themselves to enrich the students' experience.

The Academy students in the upper grades are encouraged to work in the local community as a part of the character education program in the curriculum. This will not only prepare the older students for the world of work and higher education, but also to give back to the community.

### TECHNOLOGY

The Academy's guidelines for technology instruction are designed to equip students with the technology skills to use 21st Century tools to develop learning skills. The Academy has identified key computer technology topics with which students will demonstrate proficiency as students progress through the grades.

Code.org is dedicated to expanding access to computer science in schools and increasing participation by women and underrepresented minorities. Every student in every academy has the opportunity to learn computer science, just like biology, chemistry or algebra, Code.org provides the leading curriculum for K-8 computer science in the largest school districts in the United States and Code.org also organizes the annual Hour of Code campaign which has engaged 10% of all students in the world.

## PHYSICAL EDUCATION/HEALTH EDUCATION CURRICULUM

The physical education curriculum is based on Michigan's physical education content expectations. The Academy uses the GEE Physical Education curriculum which is aligned to national and state standards. This curriculum is developed to instruct students in physical education and promote lifelong physical activity. The health education program includes requirements set forth by the State of Michigan. The Academy uses the Michigan Model for Health, which has been developed by Michigan educators to meet the state requirements for teaching health.

## ART CURRICULUM

The art curriculum follows the MAS for Visual Arts, Music, Dance and Theatre for credit guidelines. To ensure students have a foundation and experience in the creative/artistic process, the units are developed as either stand-alone units or units that are incorporated into the core content curriculum. Each unit includes opportunities to engage in the dynamic artistic process using questions, problems, reflections and revisions to craft and shape the artistic vision. Students explore the history of artistic expression from a variety of time periods and cultures to develop a critical stance. Additionally, students use a variety of mediums (e.g., sculpture, painting, photography, calligraphy, graphic arts and textile design) to draft preliminary designs and revise/edit the preliminary work to meet the demands of a particular technique or concept. Students also engage in collaborative discussion and critiques to better refine creative work.

## EDUCATIONAL DEVELOPMENT PLANS (EDPs)

The State of Michigan requires schools to provide an opportunity for students to begin developing an Educational Development Plan (EDP) in Grade 7 and requires that every student has an EDP before entering high school. By preparing the initial EDP in middle school, students can better plan their high school curriculum to meet their post- school goals. The EDP is a secondary/postsecondary planning tool to direct the student's educational plan and career planning activities. The Academy uses a Web-based system, Xello, to help students write their education and career goals, including strategies and high school classes that will help them reach these goals. The development of the EDP is completed with the assistance of a school counselor, adept in career development facilitation. All students in grade 7 are required to develop an EDP with guidance from school advisors which is reviewed again in grade 8. When applicable, parents and community contacts are also included. EDPs are "living" documents, updated as student interests and abilities become more obvious and focused. A student's EDP is reviewed and updated on at least an annual basis. An EDP process could also include yearly work samples that document the student's progress toward anticipated goals and accomplishments. The academy establishes times to annually review EDPs and update them as students choose and change high school courses or career pathways.

## EDUCATIONAL ASSESSMENT PLAN

Grade Level	Assessment	When Administered
K-8	WIDA	Spring
K-8	EasyCBM	Continuously as needed
K-8	Northwest Evaluation Association™ ("NWEA™") reading and math	Fall, Winter and Spring
K-5	Fountas & Pinnell Benchmark Assessment System	Fall, Winter & Spring
K-5	Unit Common Assessments	Ongoing
3-8	Applicable State Assessment (MSTEP)	Spring
8	PSAT	Fall and Spring

*\*For students with IRIPs or in need of intervention*

Assessments are used to guide instruction for teachers, students and parents to plan learning throughout

the school year. Each assessment provides teachers, students and parents with targets that prepare students for the challenges of college, work and life. The assessments are given at designated times throughout the school year and students receive regular feedback on academic progress. The Academy-based summative and formative assessments include developed pre- and post-unit assessments for all core content areas to determine students' progress in mastering the MAS. In addition, teachers meet biweekly in data teams to review students' progress toward the mastery of standards and develop tiered instruction to meet the needs of both struggling students and students who need to be challenged.

The NWEA MAP assessment is the primary diagnostic and interim assessment used to determine the academic strengths and weaknesses of students. The detailed reports inform the administrator, teacher, parent and student of the areas of strength as well as areas where academic support is needed. Teachers and students develop an individual learning plan with annual goals for each student after the administration of the NWEA MAP assessment. The NWEA MAP assessment assists teachers and students in determining the focused areas of study for improvement during the year. Students are then assessed in the winter and spring of the same school year to determine academic progress. This data is also used in the classroom and with online programs, such as *Dreambox* and *Lexia Core 5* and *Power Up*. The online programs, accessed both at Academy and home, are used to improve mastery of concepts on specific standards.

In addition to standardized assessments and teacher-created formative and/or summative assessments, students are encouraged to ask questions, to inquire, explore and research in order to develop a broader sense of the world. With the support of instructional staff, students are able to make connections between the theoretical learning of the classroom and the application required in the community outside the Academy.

#### **CHARACTER EDUCATION**

The Academy places an emphasis on character development and cultural awareness on a global scale. Students learn about the values of Respect, Responsibility, Appreciation, Commitment, Cooperation, Creativity, Curiosity, Empathy, Integrity, Tolerance, which are integrated into the curriculum.

The Academy also uses the Positive Action program – a comprehensive coherent program that has components for all parts of the school, the family, and the community. It works on many levels of the school—from the individual to the classroom to the entire school system. It addresses all areas of the self: the physical, intellectual, and social/emotional. It is both a content area and a teaching method. Within its curriculum, it teaches standards of achievement in every content subject area directly and applied. It is also integrated into all subject areas.

It is taught at every level of learning: cognitive, affective, and behavioral. It goes to the very heart of why we do things—to feel good about ourselves. It also brings all the power of positiveness to all participants so potential is reached and barriers are removed. It brings feelings of joy, accomplishment and satisfaction to all participants. The synergy of all these dynamics working together improves behavior, school performance, self-concepts and attendance.

#### **PROFESSIONAL DEVELOPMENT**

GEE believes that teaching is a unique combination of art and science requiring an understanding of the interrelationship of students, subject matter, school, and community. A growing body of research describes the science of teaching by delineating practices, philosophies, and dispositions that have proven to be effective in enhancing student learning and development.

When teachers consider their professional growth and development, it is important to reflect on the

subtleties and nuances of the art of teaching while examining the skills and techniques of the science of teaching. An appreciation of both the art and science of teaching is at the heart of understanding the complexities of the profession.

Dialogue, reflection, and feedback about teaching are of utmost importance to the growth and development of teachers.

GEE academies use the *Charlotte Danielson Framework for Teaching* for teachers:

### Charlotte Danielson Framework for Teaching

DOMAIN 1: Planning and Preparation	DOMAIN 2: The Classroom Environment
<p><b>1a: Demonstrating Knowledge of Content and Pedagogy</b></p> <ul style="list-style-type: none"> <li>• Content knowledge • Prerequisite relationships</li> <li>• Content pedagogy</li> </ul> <p><b>1b: Demonstrating Knowledge of Students</b></p> <ul style="list-style-type: none"> <li>• Child development • Learning process • Special needs</li> <li>• Student skills, knowledge, and proficiency • Interests and cultural heritage</li> </ul> <p><b>1c: Setting Instructional Outcomes</b></p> <ul style="list-style-type: none"> <li>• Value, sequence, and alignment • Clarity • Balance</li> <li>• Suitability for diverse learners</li> </ul> <p><b>1d: Demonstrating Knowledge of Resources</b></p> <ul style="list-style-type: none"> <li>• For classroom • To extend content knowledge • For students</li> </ul> <p><b>1e: Designing Coherent Instruction</b></p> <ul style="list-style-type: none"> <li>• Learning activities • Instructional materials and resources</li> <li>• Instructional groups • Lesson and unit structure</li> </ul> <p><b>1f: Designing Student Assessments</b></p> <ul style="list-style-type: none"> <li>• Congruence with outcomes • Criteria and standards</li> <li>• Formative assessments • Use for planning</li> </ul>	<p><b>2a: Creating an Environment of Respect and Rapport</b></p> <ul style="list-style-type: none"> <li>• Teacher interaction with students</li> <li>• Student interaction with students</li> </ul> <p><b>2b: Establishing a Culture for Learning</b></p> <ul style="list-style-type: none"> <li>• Importance of content</li> <li>• Expectations for learning and achievement • Student pride in work</li> </ul> <p><b>2c: Managing Classroom Procedures</b></p> <ul style="list-style-type: none"> <li>• Instructional groups • Transitions • Materials and supplies</li> <li>• Non-instructional duties</li> <li>• Supervision of volunteers and paraprofessionals</li> </ul> <p><b>2d: Managing Student Behavior</b></p> <ul style="list-style-type: none"> <li>• Expectations • Monitoring behavior</li> <li>• Response to misbehavior</li> </ul> <p><b>2e: Organizing Physical Space</b></p> <ul style="list-style-type: none"> <li>• Safety and accessibility</li> <li>• Arrangement of furniture and resources</li> </ul>
DOMAIN 4: Professional Responsibilities	DOMAIN 3: Instruction
<p><b>4a: Reflecting on Teaching</b></p> <ul style="list-style-type: none"> <li>• Accuracy • Use in future teaching</li> </ul> <p><b>4b: Maintaining Accurate Records</b></p> <ul style="list-style-type: none"> <li>• Student completion of assignments • Student progress in learning</li> <li>• Non-instructional records</li> </ul> <p><b>4c: Communicating with Families</b></p> <ul style="list-style-type: none"> <li>• About instructional program • About individual students</li> <li>• Engagement of families in instructional program</li> </ul> <p><b>4d: Participating in a Professional Community</b></p> <ul style="list-style-type: none"> <li>• Relationships with colleagues • Participation</li> </ul>	<p><b>3a: Communicating With Students</b></p> <ul style="list-style-type: none"> <li>• Expectations for learning • Directions and procedures</li> <li>• Explanations of content</li> <li>• Use of oral and written language</li> </ul> <p><b>3b: Using Questioning and Discussion Techniques</b></p> <ul style="list-style-type: none"> <li>• Quality of questions • Discussion techniques</li> <li>• Student participation</li> </ul> <p><b>3c: Engaging Students in Learning</b></p> <ul style="list-style-type: none"> <li>• Activities and assignments • Student groups</li> <li>• Instructional materials and resources • Structure and pacing</li> </ul>

<p>in school projects</p> <ul style="list-style-type: none"> <li>• Involvement in culture of professional inquiry • Service to school</li> </ul> <p><b>4e: Growing and Developing Professionally</b></p> <ul style="list-style-type: none"> <li>• Enhancement of content knowledge / pedagogical skill</li> <li>• Receptivity to feedback from colleagues • Service to the profession</li> </ul> <p><b>4f: Showing Professionalism</b></p> <ul style="list-style-type: none"> <li>• Integrity/ethical conduct • Service to students • Advocacy</li> <li>• Decision-making • Compliance with school/district regulation</li> </ul>	<p><b>3d: Using Assessment in Instruction</b></p> <ul style="list-style-type: none"> <li>• Assessment criteria • Monitoring of student learning</li> <li>• Feedback to students</li> <li>• Student self-assessment and monitoring</li> </ul> <p><b>3e: Demonstrating Flexibility and Responsiveness</b></p> <ul style="list-style-type: none"> <li>• Lesson adjustment • Response to students</li> </ul> <p>Persistence</p>
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GEE academies use the *Marzano School Leader Evaluation Model* for principals :

#### Marzano School Leader Evaluation Model

Domain 1: A Data-Driven Focus on School Improvement	Domain 2: Instruction of Viable and Guaranteed Curriculum	Domain 3: Continuous Development of Teachers and Staff
<p><b>Element 1:</b> The school leader ensures the appropriate use of data to develop critical goals focused on improving student achievement at the school.</p> <p><b>Element 2:</b> The school leader ensures appropriate analysis and interpretation of data are used to monitor the progress of each student toward meeting achievement goals.</p> <p><b>Element 3:</b> The school leader ensures the appropriate implementation of interventions and supportive practices to help each student meet achievement goals.</p>	<p><b>Element 1:</b> The school leader provides a clear vision for how instruction should be addressed in the school.</p> <p><b>Element 2:</b> The school leader continually examines and provides updates so that all teachers use the instructional model.</p> <p><b>Element 3:</b> The school leader ensures that school curriculum and accompanying assessments align with state and district standards.</p> <p><b>Element 4:</b> The school leader ensures that the school curriculum is focused on essential standards so it can be taught in the time available to teachers.</p> <p><b>Element 5:</b> The school leader ensures that each student has equal opportunity to learn the critical content of the curriculum.</p>	<p><b>Element 1:</b> The school leader effectively hires, supports and retains personnel who continually demonstrate growth through reflection and growth plans.</p> <p><b>Element 2:</b> The school leader uses multiple sources of data to provide teachers with ongoing evaluations of their pedagogical strengths and weaknesses that are consistent with student achievement data.</p> <p><b>Element 3:</b> The school leader ensures that teachers and staff are provided with job-embedded professional development to optimize professional capacity and support their growth goals.</p>
Domain 4: Community of Care and Collaboration	Domain 5: Core Values	Domain 6: Resource Management
<p><b>Element 1:</b> The school leader ensures that teachers work in collaborative groups to plan and discuss effective instruction, curriculum, assessments, and the</p>	<p><b>Element 1:</b> The school leader is transparent, communicates effectively, and continues to demonstrate professional growth.</p> <p><b>Element 2:</b> The school leader has</p>	<p><b>Element 1:</b> The school leader ensures that management of the fiscal, technological, and physical resources of the school supports effective instruction and</p>

<p>achievement of each student.</p> <p><b>Element 2:</b> The school leader ensures a workplace where teachers have roles in the decision-making process regarding school planning, initiatives, and procedures to maximize the effectiveness of the school.</p> <p><b>Element 3:</b> The school leader ensures equity in a child-centered school with input from staff, students, parents, and the community.</p> <p><b>Element 4:</b> The school leader acknowledges the successes of the school and celebrates the diversity and culture of each student.</p>	<p>the trust of the staff and school community that all decisions are guided by what is best for each student.</p> <p><b>Element 3:</b> The school leader ensures that the school is perceived as safe and culturally responsive.</p>	<p>achievement of each student.</p> <p><b>Element 2:</b> The school leader utilizes systematic processes to engage district and external entities in support of school improvement.</p> <p><b>Element 3:</b> The school leader ensures compliance to district, state, and federal rules and regulations to support effective instruction and achievement of each student.</p>
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In addition to the daily training afforded by the instructional coaching staff, GEE provides timely, job-embedded and targeted professional development on the continuum:

- August PD days are held in “mini-conference” break-out session format wherein teachers select from myriad PD topics for which sessions are created and led by master teachers, consultants and/or instructional coaches.
- Three hours are reserved each Friday for needs-assessment-based PD (Curriculum, Instruction, Classroom management, content specific et al) and/or [Teacher Collaboration Time](#).

#### SUMMARY

Global Educational Excellence believes that all students are capable of great things. The [GEE Academy Strategic Plan](#) outlines Academy goals and objectives. These goals and objectives are student-centered and focused on helping students grow academically, physically, socially and emotionally. All Academy material and human resources are prioritized to address the individual needs of the whole child. The myriad components of this Education Plan are as numerous and varied as they are connected and interdependent.

**SECTION e**  
**Method of Pupil Assessment**

## **METHODS OF PUPIL ASSESSMENT**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article IV, Section 6.5, and the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the Eastern Michigan University Charter Schools Office (“CSO”).

The Academy shall authorize the CSO to have access to the Academy’s Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy’s state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to Be Administered:

<b>Grade(s)</b>	<b>Academic Assessments</b>
K-8	Assessments identified in Schedule 7b including all state and authorizer mandated assessments.



**SECTION f**  
**Application and Enrollment of Students**

## **APPLICATION AND ENROLLMENT OF STUDENTS**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

### **Enrollment Limits**

The Academy will offer kindergarten through Eighth grade. The maximum enrollment shall be 300 students. The Academy will annually adopt yearly enrollment caps, subject to the maximum enrollment limitation, prior to its application and enrollment period.

### **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.

- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.

- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils, or to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy.

- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.

- No student may be denied participation in the application process due to lack of student records.

- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.

- A pupil who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and other public school that provides for this enrollment priority, if all of the following requirements are met:

- A. Each public school that enters into the matriculation agreement remains a separate and independent public school.

- B. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.

- C. The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

- A child, including an adopted child or legal ward, of a person who is employed by or at the Academy or who is on the Academy Board.

### **Matriculation Agreement**

- The Academy Board may enter into a matriculation agreement with another public school academy pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Eastern Michigan University Charter Schools Office (“CSO”) for review.

- Any matriculation agreement entered into by the Academy shall be added to this Schedule 7f through a contract amendment approved in accordance with this Contract.

- Until the matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

### **Application Process**

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.

- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.

- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be

admitted on a first-come, first-served basis.

- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the CSO.

### **Legal Notice or Advertisement**

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement must be forwarded to the CSO.
- At a minimum, the legal notice or advertisement must include:
  - A. The process and/or location(s) for requesting and submitting applications.
  - B. The beginning date and the ending date of the application period.
  - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

### **Re-enrolling Students**

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
  - A. The number of students who have re-enrolled per grade or grouping level.

B. The number of siblings seeking admission for the upcoming academic year per grade.

C. If space is unavailable, the Academy must develop a waiting list for siblings of reenrolled students.

D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

### **Random Selection Drawing**

- A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:

A. Establish written procedures for conducting a random selection drawing.

B. Establish the maximum number of spaces available per grade or grouping level.

C. Establish the date, time, place and person to conduct the random selection drawing.

D. Notify the CSO of both the application period and the date of the random selection drawing, if needed. The CSO may have a representative on-site to monitor the random selection drawing process.

- The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

A. Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.

B. Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

- The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

**SECTION g**  
**School Calendar and School Day Schedule**

## **SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

### **School Calendar**

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the CSO upon Academy Board approval.

### **School Day Schedule**

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to the CSO prior to the commencement of each academic year.

**SECTION h**  
**Age and/or Grade Range of Pupils**



## **AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this schedule.

The Academy will enroll students in Kindergarten through Eighth grade. The Academy may add grades through the charter contract amendment process.